

# BOARD OF EUREKA COUNTY COMMISSIONERS

Rich McKay, Chairman  
Marty Plaskett, Vice Chair

P.O. Box 540 \* Eureka, Nevada 89316 \* Telephone: 775-237-5263  
Posted on or before September 12, 2024

Mike Schoenwald, Member  
Kathy Bowling, Clerk

**NOTICE IS HEREBY GIVEN** that the Board of Eureka County Commissioners will meet pursuant to law on **September 17, 2024, at 9:30 a.m.** in the Commission Chambers at the County Courthouse located at 10 South Main Street, Eureka, Nevada. *Note: The meeting will be available telephonically for **LISTENING PURPOSES ONLY**. To listen to the meeting by phone please dial 1-888-537-7715 and enter code 74368702# when prompted. Please make sure that your phone is muted upon connection. It is not necessary to announce that you are participating in the meeting. No public comment will be taken from phone participants.*

## AGENDA

### 9:30 - CALL TO ORDER

1. Approval of the agenda notice with addition of any emergency item and/or deletion of any item. *Unless otherwise stated, items may be taken out of the order presented on the agenda, in the direction of the Chair. (For Possible Action)*
2. Pledge of allegiance.

### 9:35 - PUBLIC COMMENT

1. Public comment and discussion. *Notice: No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. Public comment may be limited to three (3) minutes per person. Public comment may be allowed on "Action" items, in addition to the two times specified on the agenda. (Discussion)*
2. Consider items requiring action to be placed on the agenda for the next regular meeting. *Notice: The public is welcome to request agenda items for future meetings during the Public Comment period or may consult with one or more of the Board of Commissioners to request agenda items for future meetings. (Discussion)*

### 9:40 - APPROVAL OF MINUTES

1. Approval of minutes of the September 3, 2024 Commission meeting. **(For Possible Action)**

### 9:45 - COUNTY COMPTROLLER – Kim Todd, Comptroller

1. Payment of expenditures. *Notice: Expenditures received after action has been taken under this Comptroller section may be presented and acted upon throughout the day. (For Possible Action)*
2. Review Fund Balance Report. **(Discussion)**

### 9:55 – COMMISSIONERS-

1. Discuss, approve or deny a request from Travis Gallagher to reduce the rental fees for use of the Eureka Fairgrounds to sponsor cornhole games from October 2024 through April 2025. He proposes paying \$200.00 for the season to cover 10 teams, plus an additional \$20.00 for each additional team above 10. **(For Possible Action)**
2. Discuss, approve or deny signing a contract with Genesis Home Health Services effective September 17, 2024, through June 30, 2026, with a not to exceed amount of \$60,000.00 for the contract term. **(For Possible Action)**

**10:30 - SENIOR CENTERS**-Linda Gordon, Senior Center Program Director

1. Report on activities at the Eureka Senior Center and Fannie Komp Senior Center. **(Discussion)**
2. Discuss, approve or deny the Title VI Implementation Plan, to be submitted to NDOT upon approval, for the County's Senior Center wheelchair vans to remain compliant and for the County to receive grant funding for the vans. **(For Possible Action)**

**10:40 - NEVADA GOLD MINES**-Shawna Adams and Heather Dahlman

1. Update and discussion on the NGM JD Lodge Facility. **(Discussion)**

**10:50 - AMBULANCE & EMS**- Kenny Sanders, EMS Director

1. Report on ambulance and emergency services. **(Discussion)**

**11:00 - PUBLIC HEARING-EUREKA COUNTY PERSONNEL POLICY MANUAL**

*Notice was given that the Board of Eureka County Commissioners will hold a public hearing on September 17th, 2024 beginning at 11:00 a.m. (local time) in the Eureka County Commissioners chambers in the County Courthouse, at 10 South Main Street in Eureka, Nevada. The reason for said hearing is to invite public comments and take action on the Eureka County Personnel Policy with various updates and amendments of the policy. The resolution was reviewed by the Board of County Commissioners on September 3, 2024 and a copy of said resolution is on file with the County Clerk for public examination. The updated Policy is available to view at the County's website: <https://www.eurekacountynv.gov/>*

1. Open public hearing and invite comments on amendments to the Eureka County Personnel Policy. **(Discussion)**
2. Consider adopting as presented, adopting with further revisions or denying a resolution amending the Eureka County Personnel Policy. **(For Possible Action)**

**11:30 - HUMAN RESOURCES** – Tasha Dunlap, HR Director

1. Report on Human Resources projects and activities. **(Discussion)**
2. Discuss, approve or deny proposed updates to the Appraisal Supervisor job description. **(For Possible Action)**
3. Discuss, approve or deny proposed updates to the Telecommunicator I, II or III job description. **(For Possible Action)**
4. Discuss, approve or deny a proposed Department Assistant job description. **(For Possible Action)**
5. Discuss, approve, or deny a Hiring Freeze Waiver for Department Assistant, which was approved and budgeted for FY 2024-2025. **(For Possible Action)**
6. Discuss, approve or deny a proposed Chief Deputy Clerk Recorder Job Description. **(For Possible Action)**
7. Discuss, approve or deny a Hiring Freeze Waiver for the Chief Deputy Clerk Recorder, which was approved and budgeted for FY 2024-2025. **(For Possible Action)**
8. Discuss, approve or deny a hiring freeze waiver for 2 Deputy Sheriff I/II/III which was approved and budgeted for FY 2024/2025. **(For Possible Action)**

**11:40 - SHERIFF**- Miles Umina, LT and Charles Cobb, SGT

1. Review Quote from Young Truck & Trailer Center and discuss, approve or deny authorizing the purchase of a 2025 Wells Cargo 8.5' X 24' Enclosed Office Trailer for the purchase price of \$24,014.34 (includes 5% contingency) utilizing funds budgeted for capital outlay (042-140-55010-092) in Sheriff's Office 2024/2025 budget. **(For Possible Action)**.
2. Review Quote from Ken Garff Ford and discuss, approve or deny authorizing the purchase of six (6) – 2022 Ford F-150 Patrol Trucks for the total purchase price of \$321,300.00 (includes 5% contingency) utilizing funds budgeted and approved for Capital Outlay Sheriff's Vehicles (010-034-55010-092) in Sheriff's Office 2024/2025 budget. This quote is for used and outfitted Patrol vehicles. *Note: Four (4) existing vehicles will be removed from service and traded in which will reduce the fiscal impact of the purchase.* **(For Possible Action)**.

## SHERIFF CONTINUED

3. Pursuant to Personnel Policy 5.7.3, consider authorizing the Eureka County Sheriff's Office to make an advanced step hire for the position of Deputy Sheriff II at Range ELE 11/Step 7 on the Eureka County wage and salary scale for a Lateral Deputy Sheriff Applicant, contingent to start date of October 7, 2024, stationed in the Southern Area Command (Eureka). **(For Possible Action)**
4. Discuss, approve or deny K-9 Contract between Eureka County and Jason Flanagan for the purchase of K-9 Scout in the amount of \$1.00. **(For Possible Action)**

### **11:50 – FRIENDS OF CVVFD**- Tracey Mellard, President

1. Discuss, approve or deny a request for the Crescent Valley Community Center, Cook Shack and Grounds use fees to be waived to host the Crescent Valley Halloween Event on October 31, 2024 from 6:00 pm to 10:00 pm. **(For Possible Action)**
2. Discuss, approve or deny a request for a donation in the amount of \$1,500.00 for the Crescent Valley community event, Crescent Valley VFD Halloween Party, held on October 31, 2024 from 6:00 pm to 10 pm. **(For Possible Action)**

### **12:00-BREAK FOR LUNCH**

### **12:25 – COUNTY FACILITIES** – Jayme Halpin, Assistant Public Works Director-Project Manager

1. Report on activities and projects at County managed facilities. **(Discussion)**

### **12:30 - PUBLIC WORKS** – Jayme Halpin, Assistant Public Works Director-Project Manager

1. Report on Public Works projects and activities. **(Discussion)**
2. Discuss, approve or deny authorizing Public Works to advertise a Request for Proposals (RFP) seeking a qualified independent contractor to develop and update the Eureka County, White Pine County, and Ely Shoshone Tribe Multi-Jurisdictional Hazard Mitigation Plan. **(For Possible Action)**
3. Discuss, approve or deny purchasing equipment for ten (10) SCBA (Self Contained Breathing Apparatus) units from LN Curtis for an amount not to exceed \$101,476.14, utilizing funds from Emergency Management (010-040-55010-000). **(For Possible Action)**
4. Discuss, approve or deny a 3/4-inch residential water meter and service application to serve APN# 001-031-11 in the Town of Eureka. **(For Possible Action)**

### **12:45 - NATURAL RESOURCES** – Jake Tibbitts, Natural Resources Manager

1. Report on current and emerging natural resource issues affecting Eureka County. **(Discussion)**
2. Discuss, approve or deny formally protesting BLM's Final Programmatic Environmental Impact Statement and Proposed Resource Management Plan Amendments for Utility-Scale Solar Energy Development. **(For Possible Action)**
3. Discuss, approve or deny requesting Governor Lombardo include in his consistency review of BLM's Final Programmatic Environmental Impact Statement and Proposed Resource Management Plan Amendments for Utility-Scale Solar Energy Development the inconsistencies and conflicts with Eureka County's plans, policies and programs. **(For Possible Action)**
4. Discuss, approve or deny entering into a new three-year Assistance Agreement with Elko BLM with funding of up to \$90,000 for completion of weed inventory and control within the Eureka County portions of the Elko BLM District. **(For Possible Action)**
5. Discuss and consider response on US Forest Service National Old Growth Amendment process and current draft EIS recently released for public comment. **(For Possible Action)**

### **1:00 – CORRESPONDENCE**

1. Review correspondence. **(Discussion)**
2. Commissioner reports on **pertinent** correspondence or other matters. **(Discussion)**

### **1:05 - PUBLIC COMMENT**

1. Public comment and discussion. *Notice: No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. Public comment may be limited to three (3) minutes per person. Public comment may be allowed on “Action” items, in addition to the two times specified on the agenda. **(Discussion)***
2. Consider items requiring action to be placed on the agenda for the next regular meeting. *Notice: The public is welcome to request agenda items for future meetings during the Public Comment period or may consult with one or more of the Board of Commissioners to request agenda items for future meetings. **(Discussion)***

### **1:10 – ADJOURNMENT**

1. Adjournment of meeting.

Supporting materials for this meeting may be requested by contacting the Commissioners’ office at [CountyCommission@eurekacountynv.gov](mailto:CountyCommission@eurekacountynv.gov), PO Box 540, Eureka, NV 89316, by calling (775) 237-5263 or faxing (775) 237-5614. All times listed on the agenda are approximate. Items may be taken out of the order presented on the agenda. Items may be removed from the agenda prior to, or during, the meeting. Related items may be combined for discussion or action. The phrase “(For Possible Action)” means the Board may, but is not required to, act on the item. This agenda was posted in Eureka at: County Courthouse; County Administrative Facility (Annex); US Post Office; and public bulletin board at 10 S. Main Street. This agenda was posted electronically at Eureka County’s website (<https://events.eurekacountynv.gov/meetings>) and Nevada’s public notice website ([www.notice.nv.gov](http://www.notice.nv.gov)). Notice to persons with disabilities: If you require special assistance, please notify the Commissioners’ Office prior to the meeting at the email address, mailbox, phone number or fax number listed above.

# EUREKA COUNTY LIQUOR BOARD

P.O. Box 540 \*\*\* Eureka, Nevada 89316 \*\*\* Telephone: 775-237-5263

*\* Marty Plaskett, Chairman \* Rich McKay, Vice Chair \* Mike Schoenwald, Member  
Sheriff Jesse Watts, Member \* District Attorney Ted Beutel, Member \* Kathy Bowling, Clerk Recorder*

*Posted on or before September 12, 2024*

NOTICE IS HEREBY GIVEN that the Eureka County Liquor Board will meet pursuant to law on **September 17, 2024, at 9:15 a.m.** in the Commissioners' Chambers at the County Courthouse located at 10 South Main Street, Eureka, Nevada. Note: The meeting will be available telephonically for **LISTENING PURPOSES ONLY**. Note: *To listen to the meeting by phone please dial 1-888-537-7715 and enter code 74368702# when prompted. Please make sure that your phone is muted upon connection. It is not necessary to announce that you are participating in the meeting. No public comment will be taken from phone participants.*

## LIQUOR BOARD AGENDA

### CALL TO ORDER

1. Call meeting to order.
2. Approval of agenda notice with addition of any emergency items and/or deletion of any items. **(For Possible Action)**

### PUBLIC COMMENT & DISCUSSION

1. Public comment and discussion. *NOTE: No action may be taken on an issue raised under public comment until the matter has been specifically included on an agenda as an item upon which action will be taken.* **(Discussion)**

### APPROVAL OF MINUTES-

1. Approval of minutes of the March 19, 2024 and June 18, 2024 Liquor Board meetings. **(For Possible Action)**

### LIQUOR LICENSE APPLICATIONS / QUARTERLY RENEWALS

1. Discuss, approve or deny new liquor license applications, including single event applications if any. *Note: A single event license is typically issued to a party licensed in another county, who wishes to serve/sell liquor at a specific event in Eureka County.* **(For Possible Action)**
2. Report from Sheriff on issuance of any special event licenses approved for the quarter. *Note: A special event license allows a Eureka County license holder to serve/sell liquor at an event that takes place away from their normal place of business.* **(Discussion)**
3. Discuss, approve or deny liquor license quarterly renewals. **(For Possible Action)**

### PUBLIC COMMENT & DISCUSSION

1. Public comment and discussion. *NOTE: No action may be taken on an issue raised under public comment until the matter has been specifically included on an agenda as an item upon which action will be taken.* **(Discussion)**
2. Consider items requiring action to be placed on the agenda for the next regular meeting. **(For Possible Action)**

### ADJOURNMENT

1. Adjournment of meeting. **(For Possible Action)**

Supporting materials for this meeting may be requested by contacting the Clerk Recorder's Office by mail at , PO Box 540, Eureka, NV 89316, or by calling (775) 237-5263, or faxing (775) 237-5614. To save time and cost, people are encouraged to request these materials by email, at CountyCommission@eurekacountynv.gov. Times listed on the agenda are approximate. Items may be taken out of order at the discretion of the Chair. Items may be removed from the agenda prior to, or during, the meeting. Related agenda items may be combined for discussion or action. The phrase "(For Possible Action)" means the Board may, but is not required to, act on the item. This agenda was posted at the following locations in Eureka; County Courthouse; County Administrative Facility (Annex); US Post Office; and public bulletin board at 10 S. Main St. This agenda was posted electronically at Eureka County's website ([eurekacountynv.gov](http://eurekacountynv.gov)) and Nevada's public notice website ([www.notice.nv.gov](http://www.notice.nv.gov)). *Notice to persons with disabilities:* If you require special assistance, please notify the Commissioners' Office prior to the meeting at the email address, mailbox, phone number, or fax number listed above.

# COUNTY OF EUREKA

Comptroller of Eureka County, Nevada

Eureka, Nevada, \_\_\_\_\_ October 1, 2024 \_\_\_\_\_

Please issue the following LICENSES for this office, as per applications attached hereto.

Jesse J. Watts

, Sheriff

By: Maureen Garner

\_\_\_\_\_, Deputy

License #	Name	Kind of Game	Location	Amount	For three months Ending
<u>2966</u>	Eleny Mentaberry	15 slots	Owl Club	\$450.00	September 30, 2024
<u>2967</u>	Century Gaming Technologies	6 slots	Malhari Inc. dba Phoenix Rises	\$180.00	September 30, 2024
<u>2968</u>	Century Gaming Technologies	6 Slots	The Ranch House	\$180.00	September 30, 2024

## EUREKA COUNTY LIQUOR LICENSES

Quarter Ending: 9/30/2024

License Number	Business Name	Licensee	Type	Fee
<u>5999</u>	Raine's Market	Lee Raine	Pkg B&L	\$15.00
<u>6000</u>	Catering by Darlene/Silver Sky Lodge	Linda Darlene Moody Reynard Moody	Ret/Liq	\$30.00
<u>6001</u>	Owl Club	Eleny Carrion Mentaberry	Ret/Liq	\$30.00
<u>6002</u>	G&D Minoletti LLC	Giovani Minoletti	Pkg B&L	\$15.00
<u>6003</u>	Eureka Restoration Enterprise	Garney Damele	Ret/Liq	\$30.00
<u>6004</u>	McKay Eureka Enterprises	Richard A. McKay	Ret/Liq	\$30.00
<u>6005</u>	Two Bitch Spirits LTD	Joseph Luby Lauren Luby	Ret/Liq	\$30.00
<u>6006</u>	The Ranch House	Jerry Cecil Barton	Ret/Liq	\$30.00
<u>6007</u>	Cuda's Winery and Italian Restaurant	Ralph Cuda	Ret/Liq	\$30.00
<u>6008</u>	Gina's	Gina DeValera	Ret/Liq	\$30.00
<u>6009</u>	Brown Bothers	Philip Brown	Ret/Liq	\$30.00
<u>6010</u>	Eureka Supply	Anne Kniefel	Pkg B&L	\$15.00
<u>6011</u>	Eureka Gold Hotel LLC dba: Jackson House	Lakhvir Sodhi	Ret/Liq	\$30.00
<u>6012</u>	Shawn Inc. dba/Bhairav Place	Bhushan Bansal	Ret/Liq	\$30.00
<u>6013</u>	Urban Cowboy Bar & Grill / The Phoenix	Bhushan Bansal	Ret/Liq	\$30.00
<u>6014</u>	El Tapatio NV	Kristy L. Bush-Jacobsen	Ret/Liq	\$30.00

<u>6015</u>	Champs Fuel Inc.	Douglas Champie	Pkg B&L	\$15.00
<u>6016</u>	Log Cabin Gourmet Ltd.	Joseph Luby	Ret/Liq	\$30.00
<u>6017</u>	Malhari Inc dba Phoenix Rises	Bhushan Bansal	Ret/Liq	\$30.00



**Eureka County Sheriff's Office**  
**Master List of Current Liquor Licenses**  
 Copy of Application in this file

<u>Business Name</u>	<u>Principals Names</u>	<u>ID#</u>	<u>Date of Application</u>
1 Raine's Market	Lee Raine		
2 Catering by Darlene/ Silver Sky Lodge	Linda Darlene Moody Reynard Moody	2660	3/16/1998
3 Owl Club	Eleny Carrion Mentaberry	3816	9/5/2014
4 G&D Minoletti LLC	Giovani Minoletti	3818	9/19/2014
5 Eureka Restoration Enterprise	Garney Damele	1655B	3/21/2016
6 McKay Eureka Enterprises	Richard A. McKay	3830	10/14/2016
7 Two Bitch Spirits LTD	Joseph Luby Lauren Luby	3833	1/10/2017
8 The Ranch House	Jerry Cecil Barton	3874	3/3/2020
9 Cuda's Winery and Italian Restaurant	Ralph Cuda	3862	7/31/2020
10 Gina's	Gina DeValera	3895	2/7/2022
11 Brown Brothers	Philip Brown	3896	2/7/2022
12 Eureka Supply	Anne Kniefel	3898	2/22/2022
13 Eureka Gold Hotel LLC dba: Jackson House	Lakhvir Sodhi	3901	6/30/2022
14 Shawn Inc. dba/Bhairav Place	Brushan Bansal	3904	9/1/2022
15 Urban Cowboy Bar & Grill / The Phoenix	Brushan Bansal	3904	8/15/2023
16 El Tapatio NV	Kristy L. Bush-Jacobsen	3913	7/31/2023

17 Champs Fuel Inc.	Champie Douglas	3916	9/6/2023
18 Log Cabin Gourmet Ltd.	Joseph Luby	3833	1/25/2024
19 Malhari Inc dba Phoenix Rises	Brushan Bansal	3904	3/12/2024

## EUREKA COUNTY LIQUOR LICENSES

License Number	Business Name	Licensee	Type	Fee
<u>5998</u>	Ygoa Inc. dba Star Hotel	Scott Ygoa (Single Event License)	Ret.Liq.	\$75.00

# BOARD OF EUREKA COUNTY COMMISSIONERS

## September 3, 2024 MEETING MINUTES

STATE OF NEVADA        )  
                                  :SS  
COUNTY OF EUREKA    )

### CALL TO ORDER

1. Approval of the agenda notice with addition of any emergency item and/or deletion of any item. Unless otherwise stated, items may be taken out of the order presented on the agenda, in the direction of the Chair. **(For Possible Action)**
2. Pledge of allegiance.

The Board of Eureka County Commissioners met pursuant to law on September 3, 2024. Present were Chairman Rich McKay, Vice Chair Marty Plaskett, Commissioner Mike Schoenwald, District Attorney Ted Beutel, and Clerk Recorder Kathy Bowling. The meeting was called to order at 9:30 a.m. The interactive video conferencing system was connected between Crescent Valley and Eureka for the entire meeting.

Agenda: Jeb Rowley asked his agenda item #7 be tabled.

Commissioner Plaskett motioned to approve agenda with the tabling of Public Works #7. Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

The meeting began with the Pledge of Allegiance.

### PUBLIC COMMENT

1. Public comment and discussion. Notice: No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. Public comment may be limited to three (3) minutes per person. Public comment may be allowed on “Action” items, in addition to the two times specified on the agenda. **(Discussion)**

Chairman McKay called for public comment in Crescent Valley, hearing none he called in Eureka. Assessor Michael Mears asked the Board how they wanted to handle the posting of businesses on the Eureka County website, he asked if they want to stick to local Eureka businesses, Nevada businesses or anyone in the world can post their business. He explained he has been getting many businesses apply from all over so he is asking the Board to decide how specific they want to be.

2. Consider items requiring action to be placed on the agenda for the next regular meeting. Notice: The public is welcome to request agenda items for future meetings during the Public Comment period or may consult with one or more of the Board of Commissioners to request agenda items for future meetings. **(Discussion)**

The Board considered items to be on the next agenda; Genesis contract, William B Ririe facility use agreement, K-9 contract and the quarterly updates from the library.

## **APPROVAL OF MINUTES**

1. Approval of minutes of the August 20, 2024 Commission meeting. **(For Possible Action)**

Commissioner Plaskett motioned to approve Commission meeting minutes from August 20, 2024, Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

## **COUNTY COMPTROLLER** – Kim Todd, Comptroller

1. Payment of expenditures. Notice: *Expenditures received after action has been taken under this Comptroller section may be presented and acted upon throughout the day.* **(For Possible Action)**

The Board along with the Comptroller, Kim Todd reviewed expenditures.

Commissioner Schoenwald motioned to approve expenditures of \$3,105,773.73 with no pass throughs; Commissioner Plaskett seconded the motion, all in favor, motion carried 3-0.

2. Review Fund Balance Report. **(Discussion)**

The Board reviewed the current Fund Balance Report.

## **COMMISSIONERS**

1. Discuss, approve or deny payment of \$40,000.00 to Dr. Shannon Sena, DDS in return for all rights to the existing dental practice, ownership of all remaining inventory and release of all potential claims arising out of the Eureka Clinic dental practice. **(For Possible Action)**

District Attorney Ted Beutel explained that paying Dr. Shannon Sena for all rights to the existing dental practice, ownership of all remaining inventory and release of all potential claims arising out of the Eureka Clinic dental practice will allow the county to create a contractual agreement for the next Dentist. With the clean break it will allow for equipment and inventory to be county owned, and for the possibility of services in both clinics.

Commissioner Plaskett motioned to approve a payment of \$40,000.00 to Dr. Shannon Sena, DDS in return for all rights to the existing dental practice, ownership of all remaining inventory and release of all potential claims arising out of the Eureka Clinic dental practice. Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

2. Discuss, approve or deny accepting 019425 Version 1 from Quest for a Multi-Channel 4K Recording and Streaming Media Processor (equipment to live-stream commissioner meetings) for an amount not to exceed \$25,550.58 (\$21,292.15 plus 20% contingency), to be paid from the Commissioner's account, (010-001-55010-000) and authorize the IT Director to sign the quote outside of the meeting. **(For Possible Action)**

IT Director, Misty Rowley presented a quote from Quest for a multi-channel Recording and Streaming Media Processor to live-stream the commission meetings. Discussion ensued around the room over what this would allow; video, just audio, would people be allow to comment back through the live-stream. It was brought up that during the Covid lockdown there was an option to call in and listen to the meeting, it would be a cheaper option. It was suggested to try the phone call in and look at video live-streaming down the road.

Commissioner Plaskett motioned to deny the quote from Quest for a Multi-Channel 4K Recording and Streaming Media Processor (equipment to live-stream commissioner meetings). Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

**IT**-Misty Rowley, IT Director

1. Report on IT projects and activities. **(Discussion)**

IT Director, Misty Rowley updated the Board that they have set up several printers, worked with departments and members of the community on the October newsletter and social media content. They fixed some issues with Zscaler, updated some VolP phones in Crescent Valley.

2. Discuss, approve or deny accepting Quote #24-08-22 C9300-9200CX-v6 from Quest for networking equipment in Crescent Valley for an amount not to exceed \$29,160.27 and authorize the IT Director to sign the quote outside of the meeting. **(For Possible Action)**

Misty Rowley explained that this will be updating switches that they already have but are at their end of life.

Commissioner Schoenwald motioned to approve Quote #24-08-22 C9300-9200CX-v6 from Quest for networking equipment in Crescent Valley for an amount not to exceed \$29,160.27 and authorize the IT Director, Misty Rowley to sign the quote outside of the meeting. Commissioner Plaskett seconded the motion, all in favor, motion carried 3-0.

**JUSTICE COURT** – Amy Jensen, Justice Court Manager

1. Discuss, approve or deny out-of-state travel for Justice Court Supervision Officer Jeri Sanders to attend the Verbal De-escalation Train the Trainer program held in Prescott, Arizona September 23 – 26, 2024. **(For Possible Action)**

Justice Court Manager, Amy Jensen came before the Board to request out-of-state travel for the Justice Court Supervision Officer Jeri Sanders to attend the Verbal De-escalation Train the Trainer program held in Prescott, Arizona September 23 – 26, 2024. This training would allow Jeri Sanders

to come back and train the rest of their office and other Eureka County departments on de-escalating situations.

Commissioner Plaskett motioned to approve out-of-state travel for Justice Court Supervision Officer Jeri Sanders to attend the Verbal De-escalation Train the Trainer program held in Prescott, Arizona September 23 – 26, 2024. Commissioner Schoenwald seconded the motion, all in favor motion carried 3-0.

2. Discuss, approve or deny a one-time credit card increase in September, for Officer Jeri Sanders, in the amount of \$500.00 (\$1,000.00 total). The increase will cover hotel costs associated with Officer Sanders's travel for training in Prescott, Arizona September 23-26, 2024. **(For Possible Action)**

Commissioner Schoenwald motioned to approve a one-time credit card increase in September, for Officer Jeri Sanders, in the amount of \$500.00 (\$1,000.00 total). The increase will cover hotel costs associated with Officer Sanders's travel for training in Prescott, Arizona September 23-26, 2024. Commissioner Plaskett seconded the motion, all in favor, motion carried 3-0.

### **HEALTH INSURANCE ADVISORY COMMITTEE**-Jayme Halpin

1. Review recommendations from the Health Insurance Advisory Committee relating to insurance plans and premiums for benefited employees and retirees for Calendar Year 2025. **(Discussion)**

Jayme Halpin reported that the Health Insurance Advisory Committee met with LP insurance and went over claim history. The Health Advisory Committee is proposing to continue with Prominence with a 5% reduction for the premiums and keep the plans the same.

2. Discuss, approve or deny selecting the medical, dental, vision and life insurance plans for Calendar Year 2025, including designation of the sponsored medical plan and authorize signing of all related documents and agreements outside the meeting. **(For Possible Action)**

Commissioner Plaskett motioned to approve the recommendation from the Health Insurance Advisory Committee for the selection of medical, dental, vision and life insurance plans for Calendar Year 2025 and allow for a designated individual to sign documents outside of the meeting. Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

3. Discuss, approve or deny setting the base premium rates and affirming dependent subsidies for Calendar Year 2025 (based on the sponsor plan, Eureka County pays 100% of insurance premiums for benefited employees and 30% of insurance premium for qualifying dependents). **(For Possible Action)**

Commissioner Plaskett motioned to approve the base premium rates and affirming dependent subsidies for Calendar Year 2025. Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

4. Discuss, approve or deny setting retiree health insurance premium subsidy rates for Calendar Year 2025 for Eureka County retirees hired prior to July 1, 2009. **(For Possible Action)**

Commissioner Plaskett motioned to approve keeping the current retiree health insurance premium subsidy rates for Calendar Year 2025 for Eureka County retirees hired prior to July 1, 2009. Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

5. Discuss, approve or deny a recommendation from the Health Insurance Advisory Board to appoint Nicholas Collins to the vacant seat representing the Sheriff Office. **(For Possible Action)**

Jayne Halpin explained that there has been a vacant seat representing the Sheriff's office, Nicholas Collins submitted a letter of interest for the position.

Commissioner Schoenwald motioned to approve appointing Nicholas Collins to the vacant seat representing the Sheriff Office for the Health Insurance Advisory Board. Commissioner Plaskett seconded the motion, all in favor, motion carried 3-0.

#### **TREASURER**-Pernecia Johnson, Treasurer

1. Review Treasurer's Report for July 2024. **(Discussion)**

The Board along with Treasurer, Pernecia Johnson reviewed the Treasurers report for July 2024.

#### **ASSESSOR**- Michael Mears, Assessor

1. Discuss, approve or deny a credit card increase in the amount of \$1,000.00 (total of \$2,000.00) in the month of September, to Michael Mears's credit card, to cover expenses for Michael Mears, Matt Crim and Haley Reck to attend the Fall Assessor's Conference in Winnemucca, NV. September 9-13, 2024. **(For Possible Action)**

Assessor Michael Mears explained the Fall Assessor's Conference in Winnemucca is their annual conference, he is asking for the credit card increase to his card to cover the cost of the rooms and travel for all the staff attending.

Commissioner Schoenwald motioned to approve a credit card increase in the amount of \$1,000.00 (total of \$2,000.00) in the month of September, to Michael Mears's credit card, to cover expenses for Michael Mears, Matt Crim and Haley Reck to attend the Fall Assessor's Conference in Winnemucca, NV. September 9-13, 2024. Commissioner Plaskett seconded the motion, all in favor, motion carried 3-0.

#### **HUMAN RESOURCES** -Tasha Dunlap, HR Director

1. Discuss, approve or deny proposing (as written or with modification) a resolution outlining change and updates to be proposed for the Eureka County Personnel Policy. **(For Possible Action)**



Commissioner Schoenwald motioned to approve proposing a resolution outlining change and updates to be proposed for the Eureka County Personnel Policy. Commissioner Plaskett seconded the motion, all in favor, motion carried 3-0.

2. Discuss, approve or deny scheduling a public hearing to invite input from employees and members of the public to take action to adopt (as written or as modified) a resolution amending the Eureka County Personnel Policy. **(For Possible Action)**

Commissioner Schoenwald motioned to schedule the public hearing to invite input from employees and members of the public to adopt a resolution amending the Eureka County Personnel Policy to be September 17, 2024 at 10 a.m. Commissioner Plaskett seconded the motion, all in favor, motion carried 3-0.

3. Discuss, approve or deny a proposed Senior Facilities Operations Assistant/Public Works Admin Assistant job description for Public Works. **(For Possible Action)**

Kim Todd explained that the job description of Senior Facilities Operations Assistant/Public Works Admin Assistant will be combining the museum position and the senior facility operations assistant in public works, it will allow the employee to keep working full time when the museum slows down in winter.

Commissioner Plaskett motioned to approve Senior Facilities Operations Assistant/Public Works Admin Assistant job description for Public Works, Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

4. Discuss, approve or deny a proposed new Medical Services Director/Coordinator job description. **(For Possible Action)**

Jeb Rowley explained the proposed job description of Medical Services Director/Coordinator will help disperse duties and allow for training across departments.

Commissioner Schoenwald motioned to approve a new Medical Services Director/Coordinator job description, Commissioner Plaskett seconded the motion, all in favor, motion carried 3-0.

5. Discuss, approve or deny a Hiring Freeze Waiver for Medical Services Director/Coordinator, which was budgeted and approved for FY 2025. **(For Possible Action)**

Commissioner Plaskett motioned to approve a Hiring Freeze Waiver for Medical Services Director/Coordinator, Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

1. Discuss, approve or deny a credit card increase each, in the amount of \$500.00, (total of \$1,500.00) for Clara Bundy and Heather Peterson for the month of October to attend the RIMS conference. **(For Possible Action)**

Lieutenant Miles Umina appeared before the Board on behalf of the Sheriff's Office, he explained that the RIMS conference is for the CAD system that the dispatchers use.

Commissioner Plaskett motioned to approve a credit card increase each, in the amount of \$500.00, (total of \$1,500.00) for Clara Bundy and Heather Peterson for the month of October to attend the RIMS conference. Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

2. Review Quote from Young Truck & Trailer Center and discuss, approve or deny authorizing the purchase of a 2024 Wells Cargo 8.5' X 24' Enclosed Trailer for purchase price of \$12,648.85 (includes 15%contingency) utilizing funds budgeted for capital outlay (042-140-55010-092) in Sheriff's Office 2024/2025 budget. This will be used as a Search and Rescue Trailer. **(For Possible Action)**

Lieutenant Miles Umina explained that the 8.5' x 24' Enclosed trailer will be used to store and haul the equipment for the Search and Rescue teams, their current trailer will be turned into an evidence trailer.

Commissioner Schoenwald motioned to approve the purchase of a 2024 Wells Cargo 8.5' X 24' Enclosed Trailer for purchase price of \$12,648.85 (includes 15%contingency) utilizing funds budgeted for capital outlay (042-140-55010-092) in Sheriff's Office 2024/2025 budget. Commissioner Plaskett seconded the motion, all in favor, motion carried 3-0.

3. Review Quote from Young Truck & Trailer Center and discuss, approve or deny authorizing the purchase of a 2024 Wells Cargo 8.5' X 24' Enclosed Office Trailer for the purchase price of \$26,009.55 (includes 15% contingency) utilizing funds budgeted for capital outlay (042-140-55010-092) in Sheriff's Office 2024/2025 budget. This will be used as a Mobile Command Center. **(For Possible Action)**

Lieutenant Miles Umina explained that the 8.5' X 24' Enclosed Office Trailer will be converted into a Mobile Command Center set up with computers, TVs, and cots for situations that many Emergency Service departments could use when they are out on a call for extended periods of time. Discussion ensued and the Board asked Lieutenant Miles Umina to gather more information on the cost of the whole build out.

No action was taken.

**ROAD DEPARTMENT**- Raymond Hodson, Assistant Public Works Director

1. Report on Road Department projects and activities. **(Discussion)**

Assistant Public Works Director, Raymond Hodson reported to the Board that the Blades are finished on the JD Road and Grass Valley, they are now working up towards Tonkin. The crew came to town and cleaned up the dirt roads for new the school bus routes during the road construction detours. Progressive Contractors donated over 5,000 tons of crushed road base for the North end.

**PUBLIC WORKS** – Jeb Rowley, Public Works Director

1. Report on Public Works projects and activities. **(Discussion)**

Jeb Rowley reported that the utility project is counting down to the last couple of weeks, so there will be an increase in truck traffic. They will be updating doors at the Sheriff's office and the Opera House. The water department has been putting in meter upgrades due to leaks. There were two fires in Crescent Valley over the weekend, one of the fires is contained but not completely out, they continue to monitor it.

2. Discuss, approve or deny a Memorandum of Understanding with Capurro Trucking for emergency response services in northern Eureka County. This is a no-cost agreement memorializing an ongoing partnership for mutual aid related to accidents and incidents along the Interstate 80 corridor. **(For Possible Action)**

Commissioner Plaskett motioned to approve Memorandum of Understanding with Capurro Trucking for emergency response services in northern Eureka County. Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

3. Discuss, approve or deny designating Jeb Rowley as the authorized representative to manage and sign grant documents and proceed with project phases for the FEMA (Federal Emergency Management Agency) BRIC (Building Resilient Infrastructure & Communities) Grant allocated through the Nevada Division of Emergency Management. **(For Possible Action)**

Commissioner Plaskett motioned to approve designating Jeb Rowley as the authorized representative to manage and sign grant documents and proceed with project phases for the FEMA (Federal Emergency Management Agency) BRIC (Building Resilient Infrastructure & Communities) Grant allocated through the Nevada Division of Emergency Management. Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

4. Discuss, approve or deny accepting and authorizing the Public Works Director to sign Subrecipient Grant Award from Nevada Division of Emergency Management as part of the FEMA BRIC Program, to be used to develop and update the Multi-Jurisdictional Hazard Mitigation Plan for Eureka County, White Pine County, and Ely Shoshone Tribe. Grant award is \$120,000.00 for project costs and \$6,000.00 for management costs, with a required Subrecipient match of \$40,000.00. **(For Possible Action)**

Commissioner Plaskett motioned to approve accepting and authorizing Public Works Director Jeb Rowley to sign Subrecipient Grant Award from Nevada Division of Emergency Management as part of the FEMA BRIC Program, to be used to develop and update the Multi-Jurisdictional Hazard Mitigation Plan. Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

5. Consider recommendation from Public Works regarding the top-ranked contractor in response to the Request for Statement of Qualifications and consider awarding the Eureka Medical Clinic Heating System Project to a qualified contractor and authorize Public Works to proceed with the project and expenditure of funds for a not to exceed amount of \$150,000.00. Note: This is the amount budgeted for the project; the final contract amount will be negotiated with the selected contractor. **(For Possible Action)**

Commissioner Plaskett motioned to approve the recommendation from Public Works to award Mount Rose Heating and Air for the Eureka Medical Clinic Heating System Project and allow Public Works to proceed with the project. Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

6. Consider recommendation from Public Works regarding top-ranked contractor in response to the Request for Statement of Qualifications and consider selecting a qualified contractor for Road Maintenance & Emergency Road Work and authorize Public Works to proceed with project steps and phases. **(For Possible Action)**

Commissioner Plaskett motioned to approve the recommendation from Public Works to award Brown Brothers the Road Maintenance & Emergency Road Work project and allow public works to proceed with the projects next steps. Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

7. Discuss, approve or deny authorizing Public Works to advertise a Request for Proposals (RFP) seeking a qualified independent contractor to develop and update the Eureka County, White Pine County, and Ely Shoshone Tribe Multi-Jurisdictional Hazard Mitigation Plan. **(For Possible Action)**

Item was tabled.

8. Discuss, approve or deny a 3/4-inch residential water and sewer service application for APN #001-095-04 in the Town of Eureka. **(For Possible Action)**

Commissioner Plaskett motioned to approve locking in the current application and hook up rate; Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

9. Review and consider approval of proposal from 2862 Communications for radio upgrades to address digital and analog communication issues for an amount not to exceed \$73,000.00 to be paid with monies budgeted for capital outlay/radio repeater upgrades (042-140-55010-094) in the Capital Projects Fund. **(For Possible Action)**

Jeb Rowley explained that Mt. Wheeler Power and the School district are having radio issues along with the Sheriffs office both north and south. This upgrade would greatly benefit many different issues around the county.

Commissioner Schoenwald motioned to approve the proposal from 2862 Communications for radio upgrades for an amount not to exceed \$73,000.00 to be paid with monies budgeted for capital outlay/radio repeater upgrades (042-140-55010-094) in the Capital Projects Fund. Commissioner Plaskett seconded the motion, all in favor, motion carried 3-0.

10. Review quote from Champion Chevrolet and discuss, approve or deny purchase of a 3/4-Ton Standard Cab Pickup (cab and chassis) in the amount of \$45,226.25 to be paid with monies budgeted for capital outlay (020-106-55010-000) in the Road Department budget. **(For Possible Action)**

Commissioner Plaskett motioned to approve the purchase of a 3/4-Ton Standard Cab Pickup (cab and chassis) in the amount of \$45,226.25 to be paid with monies budgeted for capital outlay (020-106-55010-000) in the Road Department budget. Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

11. Review quote from Northern Tool & Equipment and discuss, approve or deny authorizing purchase of 100 Gallon Steel Transfer Tank, including Transfer Pump and Truck Box, in the amount of \$2,096.95 to be paid with monies budgeted for capital outlay (020-106-55010-000) in the Road Department budget. **(For Possible Action)**

Jeb Rowley explained that the transfer tank, transfer pump and truck box will go on the truck approved in item #10.

Commissioner Plaskett motioned to approve authorizing the purchase of 100 Gallon Steel Transfer Tank, including Transfer Pump and Truck Box, in the amount of \$2,096.95 to be paid with monies budgeted for capital outlay (020-106-55010-000) in the Road Department budget. Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

12. Review quote from Blue Line Enterprises, Inc., and discuss, approve or deny authorizing purchase of a Dynamic Dampening Rock Grizzly 4-5 Yard package for an amount not to exceed \$32,997.00 (includes 5% contingency) utilizing funds budgeted for capital outlay (020-106-55010-000) in the Road Department budget. **(For Possible Action)**

Jeb Rowley explained that the road department could use the Dynamic Dampening Rock Grizzly 4-5 yard immediately on the donated road base up in the north end.

Commissioner Plaskett motioned to approve authorizing the purchase of a Dynamic Dampening Rock Grizzly 4-5 Yard package for an amount not to exceed \$32,997.00 (includes 5% contingency) utilizing funds budgeted for capital outlay (020-106-55010-000) in the Road Department budget. Commissioner Schoenwald seconded the motion, all in favor, motion carried 3-0.

**NATURAL RESOURCES** – Jake Tibbitts, Natural Resources Manager

1. Report on current and emerging natural resource issues affecting Eureka County. **(Discussion)**

Natural Resources Manager, Jake Tibbitts reported to the Board that he attended the work session for the two legislative committees on August 23, it was the subcommittee on public lands and the Interim Natural Resources committee. He has been finalizing some funding agreements with the BLM, he will have more updates in the future. He has been working with the Elko BLM for weed management efforts, he will keep the board updated with how the agreement proceeds.

2. Update and discussion on various projects the County is involved in with the Bureau of Land Management and Forest Service as a cooperating agency under the National Environmental Policy Act (NEPA). **(For Possible Action)**

Item was discussed but no action was taken and will be on a future agenda.

**CORRESPONDENCE**

1. Review correspondence. **(Discussion)**

County Clerk Recorder Kathy Bowling read the correspondence; Nevada Water Resources Invitation, 3 ballot BLM fire updates on the Hobson and Taylor fires, advertisement for enterprise fleet management.

2. Commissioner reports on pertinent correspondence or other matters. **(Discussion)**

Chairman McKay reported that Senator Masto will be in town on the next Thursday, if anyone wants to meet her.

**PUBLIC COMMENT**

1. Public comment and discussion. Notice: No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. Public comment may be limited to three (3) minutes per person. Public comment may be allowed on “Action” items, in addition to the two times specified on the agenda. **(Discussion)**

Chairman McKay called for public comment in Crescent Valley, hearing none he called in Eureka. Hearing no public comment, he proceeded to the next item.

2. Consider items requiring action to be placed on the agenda for the next regular meeting. Notice: The public is welcome to request agenda items for future meetings during the Public Comment period or may consult with one or more of the Board of Commissioners to request agenda items for future meetings. **(Discussion)**

None considered.

**ADJOURNMENT**

1. Adjournment of meeting.

Commissioner Schoenwald motioned to adjourn; Commissioner Plaskett seconded the motion. All in favor, motion carried 3-0.

Meeting adjourned at 12:38 p.m.

*Prepared and submitted by Katelyn Ziemann, Deputy Clerk Recorder*

*Approved this 17<sup>th</sup> day of September 2024 by the Board of County Commissioners.*

\_\_\_\_\_  
Rich McKay, Chairman

Attest: \_\_\_\_\_  
Kathy Bowling, County Clerk

# Transaction Search - Company

All amounts are tax inclusive and displayed in their billing currency

As an administrator you may make adjustments to these transactions

Zions Bank 5129, Statement Period 08/01/2024 to 08/31/2024

## Mapped Cards

### ALLISON FLANAGAN

Posting Date	Tran Date	Account	Supplier	Amount	
08/12/2024	08/11/2024	XXXX-XXXX-XXXX-1283	Golden Gate Petroleum Fa	51.77	
08/13/2024	08/11/2024	XXXX-XXXX-XXXX-1283	Top Gun Carwash, Llc	20.00	
08/16/2024	08/04/2024	XXXX-XXXX-XXXX-1283	Plaza Resort Club	2,256.87	
08/18/2024	08/16/2024	XXXX-XXXX-XXXX-1283	Apple.Com/Bill	99.99	
08/25/2024	08/23/2024	XXXX-XXXX-XXXX-1283	Apple.Com/Bill	39.99	
				Debit Total USD	2,468.62
				Credit Total USD	0.00
				Total USD	2,468.62

### Angeliek Ard

Posting Date	Tran Date	Account	Supplier	Amount	
08/18/2024	08/16/2024	XXXX-XXXX-XXXX-1184	Aargon Collection Agency	48.46	
08/22/2024	08/21/2024	XXXX-XXXX-XXXX-1184	C F O A Of Nv	125.00	
				Debit Total USD	173.46
				Credit Total USD	0.00
				Total USD	173.46

### Ashley Adams

Posting Date	Tran Date	Account	Supplier	Amount	
08/12/2024	08/11/2024	XXXX-XXXX-XXXX-1168	Elko Daily Free Press	30.99	
08/14/2024	08/13/2024	XXXX-XXXX-XXXX-1168	The Economist	4.90	
08/22/2024	08/21/2024	XXXX-XXXX-XXXX-1168	Fsp*state Bar Of Nevada	100.00	
				Debit Total USD	135.89
				Credit Total USD	0.00
				Total USD	135.89

### BRIAN SHOAF

Posting Date	Tran Date	Account	Supplier	Amount	
08/18/2024	08/04/2024	XXXX-XXXX-XXXX-1358	Plaza Resort Club	2,094.24	
				Debit Total USD	2,094.24
				Credit Total USD	0.00
				Total USD	2,094.24



**Charles Cobb**

Posting Date	Tran Date	Account	Supplier	Amount	
08/08/2024	08/07/2024	XXXX-XXXX-XXXX-1382	Copquest Inc	220.65	?
			Debit Total USD	220.65	
			Credit Total USD	0.00	
			Total USD	220.65	

**Hayley Reck**

Posting Date	Tran Date	Account	Supplier	Amount	
08/29/2024	08/28/2024	XXXX-XXXX-XXXX-1390	Dd *doordash Kfc	53.80	?
08/30/2024	08/28/2024	XXXX-XXXX-XXXX-1390	Comfort Inns	191.59	?
			Debit Total USD	245.39	
			Credit Total USD	0.00	
			Total USD	245.39	

**JASON FLANAGAN**

Posting Date	Tran Date	Account	Supplier	Amount	
08/02/2024	07/31/2024	XXXX-XXXX-XXXX-1291	Shell Oil10012114012	37.87	?
08/22/2024	08/21/2024	XXXX-XXXX-XXXX-1291	Llrm	150.00	?
08/30/2024	08/30/2024	XXXX-XXXX-XXXX-1291	Barcodes Group, Inc.	32.73	?
			Debit Total USD	220.60	
			Credit Total USD	0.00	
			Total USD	220.60	

**Julia Hayward**


Posting Date	Tran Date	Account	Supplier	Amount	
08/08/2024	08/07/2024	XXXX-XXXX-XXXX-1192	Amazon Mktpl	22.99	?
08/08/2024	08/07/2024	XXXX-XXXX-XXXX-1192	Amazon Mktpl	29.99	?
08/11/2024	08/09/2024	XXXX-XXXX-XXXX-1192	Amazon.Com*rm3wb53d1	103.55	?
08/15/2024	08/14/2024	XXXX-XXXX-XXXX-1192	Amazon Mktpl	59.38	?
08/15/2024	08/15/2024	XXXX-XXXX-XXXX-1192	Amazon Mktpl	49.97	?
08/16/2024	08/15/2024	XXXX-XXXX-XXXX-1192	Amazon.Com*ru30u4zz1	20.52	?
08/21/2024	08/20/2024	XXXX-XXXX-XXXX-1192	Amazon.Com	-20.52	?
			Debit Total USD	286.40	
			Credit Total USD	-20.52	
			Total USD	265.88	

**Katelyn Ziemann**

Posting Date	Tran Date	Account	Supplier	Amount	
08/16/2024	08/15/2024	XXXX-XXXX-XXXX-1416	Fivestarstamp.Com	54.90	?
			Debit Total USD	54.90	

Posting Date	Tran Date	Account	Supplier	Amount
			Credit Total USD	0.00
			Total USD	54.90

**Kimberly Christiansen**

Posting Date	Tran Date	Account	Supplier	Amount
08/30/2024	08/29/2024	XXXX-XXXX-XXXX-1408	Amazon Mktpl	53.99 
			Debit Total USD	53.99
			Credit Total USD	0.00
			Total USD	53.99

**Tasha Dunlap**

Posting Date	Tran Date	Account	Supplier	Amount
08/22/2024	08/21/2024	XXXX-XXXX-XXXX-1457	Government* 2024 Ignit	975.00 
			Debit Total USD	975.00
			Credit Total USD	0.00
			Total USD	975.00

**Unmapped Cards**

**Annelle Watts**

Posting Date	Tran Date	Account	Supplier	Amount
08/02/2024	08/01/2024	XXXX-XXXX-XXXX-0434	Amazon Mktpl	130.05
08/09/2024	08/08/2024	XXXX-XXXX-XXXX-0434	Amazon.Com*rm3sg7ax2	77.10
08/22/2024	08/22/2024	XXXX-XXXX-XXXX-0434	Apple.Com/Us	29.95
08/22/2024	08/22/2024	XXXX-XXXX-XXXX-0434	Apple.Com/Us	99.95
08/22/2024	08/22/2024	XXXX-XXXX-XXXX-0434	Apple.Com/Us	329.00
08/22/2024	08/22/2024	XXXX-XXXX-XXXX-0434	Apple.Com/Us	329.00
08/23/2024	08/22/2024	XXXX-XXXX-XXXX-0434	Amazon Mktpl	44.62
08/23/2024	08/22/2024	XXXX-XXXX-XXXX-0434	Amazon Mktpl	340.23
08/30/2024	08/30/2024	XXXX-XXXX-XXXX-0434	Amazon Reta* Rk9k77eu0	59.84
08/31/2024	08/30/2024	XXXX-XXXX-XXXX-0434	Amazon Mktpl	12.94
08/31/2024	08/30/2024	XXXX-XXXX-XXXX-0434	Amazon Mktpl	42.13
			Debit Total USD	1,494.81
			Credit Total USD	0.00
			Total USD	1,494.81

**Betty Overson**

Posting Date	Tran Date	Account	Supplier	Amount
08/14/2024	08/13/2024	XXXX-XXXX-XXXX-1044	Amazon Mktpl	63.66
			Debit Total USD	63.66
			Credit Total USD	0.00
			Total USD	63.66

**Brandy Mahoney**

Posting Date	Tran Date	Account	Supplier	Amount
08/27/2024	08/27/2024	XXXX-XXXX-XXXX-0947	Amazon Reta* R44ov39a1	55.79
			Debit Total USD	55.79
			Credit Total USD	0.00
			Total USD	55.79

**Clara Bundy**

Posting Date	Tran Date	Account	Supplier	Amount
08/23/2024	08/22/2024	XXXX-XXXX-XXXX-0696	Harrahs Lk Tahoe Adv Dep	112.86
08/30/2024	08/30/2024	XXXX-XXXX-XXXX-0696	Amazon Mark* Rk2n960j1	26.22
08/30/2024	08/30/2024	XXXX-XXXX-XXXX-0696	Amazon Mark* Rk4442k32	76.24
			Debit Total USD	215.32
			Credit Total USD	0.00
			Total USD	215.32

**Control Account**

Posting Date	Tran Date	Account	Supplier	Amount
08/13/2024	08/13/2024	XXXX-XXXX-XXXX-0191	Payment - Payment - Thank You	-17,461.75
			Debit Total USD	0.00
			Credit Total USD	-17,461.75
			Total USD	-17,461.75

**DAVID JONES**

Posting Date	Tran Date	Account	Supplier	Amount
08/15/2024	08/15/2024	XXXX-XXXX-XXXX-0574	Amazon.Com*ru06i5o41	7.36
08/22/2024	08/21/2024	XXXX-XXXX-XXXX-0574	Helm-Ford Diag Software	900.00
08/25/2024	08/23/2024	XXXX-XXXX-XXXX-0574	Amazon Mktpl	19.50
08/28/2024	08/26/2024	XXXX-XXXX-XXXX-0574	Gcr 707 Elko Nv	435.00
			Debit Total USD	1,361.86
			Credit Total USD	0.00
			Total USD	1,361.86

**Dorothy Rowley**

Posting Date	Tran Date	Account	Supplier	Amount
08/09/2024	08/08/2024	XXXX-XXXX-XXXX-0517	Zoom.Us 888-799-9666	49.00
			Debit Total USD	49.00
			Credit Total USD	0.00
			Total USD	49.00

**Heather Peterson**

Posting Date	Tran Date	Account	Supplier	Amount
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Posting Date	Tran Date	Account	Supplier	Amount
08/07/2024	08/06/2024	XXXX-XXXX-XXXX-0624	Harrahs Lk Tahoe Adv Dep	112.86
08/23/2024	08/22/2024	XXXX-XXXX-XXXX-0624	Amazon Mktpl	319.89
			Debit Total USD	432.75
			Credit Total USD	0.00
			Total USD	432.75

**Irma Davila**

Posting Date	Tran Date	Account	Supplier	Amount
08/15/2024	08/14/2024	XXXX-XXXX-XXXX-0242	Wave Pro	170.00
08/20/2024	08/19/2024	XXXX-XXXX-XXXX-0242	Nv Hlth Sapta	100.00
08/21/2024	08/20/2024	XXXX-XXXX-XXXX-0242	Amazon Mktpl	19.84
08/22/2024	08/21/2024	XXXX-XXXX-XXXX-0242	Amazon Mktpl	35.70
			Debit Total USD	325.54
			Credit Total USD	0.00
			Total USD	325.54

**Jackie Berg**

Posting Date	Tran Date	Account	Supplier	Amount
08/07/2024	08/06/2024	XXXX-XXXX-XXXX-0498	Amazon Mktpl	109.00
			Debit Total USD	109.00
			Credit Total USD	0.00
			Total USD	109.00

**Jake Tibbitts**

Posting Date	Tran Date	Account	Supplier	Amount
08/01/2024	07/31/2024	XXXX-XXXX-XXXX-3095	Maverik #416	68.71
08/02/2024	07/31/2024	XXXX-XXXX-XXXX-3095	Hampton Inns	259.28
08/25/2024	08/23/2024	XXXX-XXXX-XXXX-3095	Maverik #416	57.12
08/25/2024	08/23/2024	XXXX-XXXX-XXXX-3095	Hampton Inns	237.53
			Debit Total USD	622.64
			Credit Total USD	0.00
			Total USD	622.64

**Jayne Halpin**

Posting Date	Tran Date	Account	Supplier	Amount
08/16/2024	08/15/2024	XXXX-XXXX-XXXX-9093	Black Widow Groom	923.31
08/29/2024	08/28/2024	XXXX-XXXX-XXXX-9093	Chevron 0205731	132.23
			Debit Total USD	1,055.54
			Credit Total USD	0.00
			Total USD	1,055.54

**JEB ROWLEY**

Posting Date	Tran Date	Account	Supplier	Amount
08/09/2024	08/07/2024	XXXX-XXXX-XXXX-0467	The Home Depot #3320	36.96
08/18/2024	08/16/2024	XXXX-XXXX-XXXX-0467	Eureka Depot	96.00
08/18/2024	08/16/2024	XXXX-XXXX-XXXX-0467	Nv Dpbh Radiation Ctrl	268.00
08/20/2024	08/19/2024	XXXX-XXXX-XXXX-0467	Special Events Insurance	130.00
08/20/2024	08/19/2024	XXXX-XXXX-XXXX-0467	Special Events Insurance	250.00
Debit Total USD				780.96
Credit Total USD				0.00
Total USD				780.96

**Jesse Watts**

Posting Date	Tran Date	Account	Supplier	Amount
08/01/2024	07/31/2024	XXXX-XXXX-XXXX-0234	Apple.Com/Bill	19.98
08/07/2024	08/06/2024	XXXX-XXXX-XXXX-0234	Harrahs Lk Tahoe Adv Dep	112.86
08/08/2024	08/07/2024	XXXX-XXXX-XXXX-0234	Khourys Fresh Mark	235.47
08/15/2024	08/14/2024	XXXX-XXXX-XXXX-0234	Copquest Inc	39.73
08/27/2024	08/26/2024	XXXX-XXXX-XXXX-0234	Caltopo	100.00
08/29/2024	08/28/2024	XXXX-XXXX-XXXX-0234	Language Line, Inc.	7.90
08/29/2024	08/28/2024	XXXX-XXXX-XXXX-0234	Language Line, Inc.	27.65
08/30/2024	08/29/2024	XXXX-XXXX-XXXX-0234	Apple.Com/Bill	2.99
Debit Total USD				546.58
Credit Total USD				0.00
Total USD				546.58

**Jessica Santoyo**

Posting Date	Tran Date	Account	Supplier	Amount
08/04/2024	08/03/2024	XXXX-XXXX-XXXX-0111	Starlink Internet	500.00
08/09/2024	08/07/2024	XXXX-XXXX-XXXX-0111	Alamo Sinclair	39.60
08/28/2024	08/27/2024	XXXX-XXXX-XXXX-0111	Starlink Internet	500.00
Debit Total USD				1,039.60
Credit Total USD				0.00
Total USD				1,039.60

**Kathy Bacon Bowling**

Posting Date	Tran Date	Account	Supplier	Amount
08/05/2024	08/04/2024	XXXX-XXXX-XXXX-6891	Wm Supercenter #2402	160.13
08/13/2024	08/12/2024	XXXX-XXXX-XXXX-6891	Amazon.Com*rm4bi9de0	2,944.17
08/27/2024	08/26/2024	XXXX-XXXX-XXXX-6891	Amazon Mark* R42j65k11	119.96
Debit Total USD				3,224.26
Credit Total USD				0.00
Total USD				3,224.26

**Kenneth Sanders**

Posting Date	Tran Date	Account	Supplier	Amount
08/09/2024	08/07/2024	XXXX-XXXX-XXXX-0228	5th Gear Powersports	330.00
			Debit Total USD	330.00
			Credit Total USD	0.00
			Total USD	330.00

**KIMBERLY TODD**

Posting Date	Tran Date	Account	Supplier	Amount
08/01/2024	07/30/2024	XXXX-XXXX-XXXX-6396	Atlantis Casino Resort	136.47
08/12/2024	08/11/2024	XXXX-XXXX-XXXX-6396	B2b Prime*rm2gz1b40	1,299.00
08/21/2024	08/21/2024	XXXX-XXXX-XXXX-6396	Vistaprint	90.80
08/23/2024	08/22/2024	XXXX-XXXX-XXXX-6396	Vistaprint	-5.82
			Debit Total USD	1,526.27
			Credit Total USD	-5.82
			Total USD	1,520.45

**Leah Smith**

Posting Date	Tran Date	Account	Supplier	Amount
08/09/2024	08/08/2024	XXXX-XXXX-XXXX-0325	Amazon MktpI	31.90
08/09/2024	08/08/2024	XXXX-XXXX-XXXX-0325	Amzn Mktp Us	188.16
08/09/2024	08/08/2024	XXXX-XXXX-XXXX-0325	Amazon Mark* Rm7z72fh1	296.72
08/12/2024	08/11/2024	XXXX-XXXX-XXXX-0325	Amazon MktpI	285.00
08/14/2024	08/13/2024	XXXX-XXXX-XXXX-0325	Amazon.Com*rm3lx9ki1	41.90
			Debit Total USD	843.68
			Credit Total USD	0.00
			Total USD	843.68

**Lester Porter**

Posting Date	Tran Date	Account	Supplier	Amount
08/14/2024	08/13/2024	XXXX-XXXX-XXXX-2394	Golden Gate Petroleum Fa	86.02
08/16/2024	08/15/2024	XXXX-XXXX-XXXX-2394	Amazon MktpI	209.85
			Debit Total USD	295.87
			Credit Total USD	0.00
			Total USD	295.87

**Linda Gordon**

Posting Date	Tran Date	Account	Supplier	Amount
08/18/2024	08/16/2024	XXXX-XXXX-XXXX-0863	Amazon MktpI	11.99
08/18/2024	08/16/2024	XXXX-XXXX-XXXX-0863	Amazon MktpI	21.99
			Debit Total USD	58.67
			Credit Total USD	0.00
			Total USD	58.67

Posting Date	Tran Date	Account	Supplier	Amount
08/23/2024	08/22/2024	XXXX-XXXX-XXXX-0863	Amazon Mark* R41kl53a1	24.69
			Debit Total USD	58.67
			Credit Total USD	0.00
			Total USD	58.67

**Matthew Crimm**

Posting Date	Tran Date	Account	Supplier	Amount
08/20/2024	08/19/2024	XXXX-XXXX-XXXX-0715	Hotelcom72900673529686	185.41
			Debit Total USD	185.41
			Credit Total USD	0.00
			Total USD	185.41

**Maureen Garner**

Posting Date	Tran Date	Account	Supplier	Amount
08/04/2024	08/02/2024	XXXX-XXXX-XXXX-0376	Amazon Mktplace Pmts	-84.94
08/20/2024	08/19/2024	XXXX-XXXX-XXXX-0376	Amzn Mktp Us	31.05
08/20/2024	08/19/2024	XXXX-XXXX-XXXX-0376	Amzn Mktp Us	48.99
08/20/2024	08/20/2024	XXXX-XXXX-XXXX-0376	Amazon Mktpl	29.95
08/22/2024	08/21/2024	XXXX-XXXX-XXXX-0376	Vogue Dry Cleaning	19.93
			Debit Total USD	129.92
			Credit Total USD	-84.94
			Total USD	44.98

**Michael Mears**

Posting Date	Tran Date	Account	Supplier	Amount
08/08/2024	08/07/2024	XXXX-XXXX-XXXX-0309	Secretlabus	633.00
			Debit Total USD	633.00
			Credit Total USD	0.00
			Total USD	633.00

**Miles Umina**

Posting Date	Tran Date	Account	Supplier	Amount
08/02/2024	08/01/2024	XXXX-XXXX-XXXX-0855	Amazon Mktpl	1,159.58
			Debit Total USD	1,159.58
			Credit Total USD	0.00
			Total USD	1,159.58

**Nicholas Collins**

Posting Date	Tran Date	Account	Supplier	Amount
08/29/2024	08/28/2024	XXXX-XXXX-XXXX-1259	McDonalds F13347	11.45
08/31/2024	08/30/2024	XXXX-XXXX-XXXX-1259	McDonalds F13347	12.95

Posting Date	Tran Date	Account	Supplier	Amount
			Debit Total USD	24.40
			Credit Total USD	0.00
			Total USD	24.40

**RAYMOND HODSON**

Posting Date	Tran Date	Account	Supplier	Amount
08/13/2024	08/12/2024	XXXX-XXXX-XXXX-4698	Good Sportsman Marketing,	35.00
			Debit Total USD	35.00
			Credit Total USD	0.00
			Total USD	35.00

**Shealene French**

Posting Date	Tran Date	Account	Supplier	Amount
08/21/2024	08/20/2024	XXXX-XXXX-XXXX-0319	Ironhorse Rv Resort	11.36
08/21/2024	08/20/2024	XXXX-XXXX-XXXX-0319	Ironhorse Rv Resort	102.24
08/21/2024	08/20/2024	XXXX-XXXX-XXXX-0319	Ironhorse Rv Resort	227.20
08/29/2024	08/28/2024	XXXX-XXXX-XXXX-0319	Amazon Mktpl	27.99
			Debit Total USD	368.79
			Credit Total USD	0.00
			Total USD	368.79

**Steve Zimmerman**

Posting Date	Tran Date	Account	Supplier	Amount
08/14/2024	08/13/2024	XXXX-XXXX-XXXX-0267	Papa Murphys Nv004	82.60
08/14/2024	08/13/2024	XXXX-XXXX-XXXX-0267	Papa Murphys Nv004	82.60
08/16/2024	08/16/2024	XXXX-XXXX-XXXX-0267	Amazon Mktpl	123.97
			Debit Total USD	289.17
			Credit Total USD	0.00
			Total USD	289.17

**Trina Webster**

Posting Date	Tran Date	Account	Supplier	Amount
08/21/2024	08/20/2024	XXXX-XXXX-XXXX-0962	Amazon Mktpl	41.98
			Debit Total USD	41.98
			Credit Total USD	0.00
			Total USD	41.98

**Tyler Thomas**

Posting Date	Tran Date	Account	Supplier	Amount
08/01/2024	07/31/2024	XXXX-XXXX-XXXX-0558	Amazon Mktpl	62.95
			Debit Total USD	62.95



Posting Date	Tran Date	Account	Supplier	Amount
			Credit Total USD	0.00
			Total USD	62.95



# Commissioner Approval Report By Fund

Payment Dates 9/4/2024 - 9/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 010 - GENERAL FUND</b>					
<b>Department: 001 - COUNTY COMMISSIONERS</b>					
<b>Vendor: 00195 - ALLISON MACKENZIE ET AL</b>					
ALLISON MACKENZIE ET AL	10351	09/17/2024	Labor Negotiations	010-001-53010-387	450.00
ALLISON MACKENZIE ET AL	10352	09/17/2024	General Matters	010-001-53010-387	325.00
<b>Vendor 00195 - ALLISON MACKENZIE ET AL Total:</b>					<b>775.00</b>
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	6891 Aug2024	09/11/2024	Food for commissioners and d...	010-001-53010-252	160.13
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>160.13</b>
<b>Vendor: 10870 - PARSONS BEHLE &amp; LATIMER</b>					
PARSONS BEHLE & LATIMER	163390	09/17/2024	Professional Services	010-001-53010-389	896.18
<b>Vendor 10870 - PARSONS BEHLE &amp; LATIMER Total:</b>					<b>896.18</b>
<b>Vendor: 06788 - RAINES MARKET</b>					
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	010-001-53010-000	299.29
<b>Vendor 06788 - RAINES MARKET Total:</b>					<b>299.29</b>
<b>Vendor: 02255 - SCHOENWALD, MICHAEL</b>					
SCHOENWALD, MICHAEL	9/3/24	09/17/2024	BOCC Meeting	010-001-53010-370	179.56
<b>Vendor 02255 - SCHOENWALD, MICHAEL Total:</b>					<b>179.56</b>
<b>Department 001 - COUNTY COMMISSIONERS Total:</b>					<b>2,310.16</b>
<b>Department: 002 - TREASURER</b>					
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	1184 AUG24	09/11/2024	PUBLIC GUARDIAN COFA	010-002-53010-000	173.46
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>173.46</b>
<b>Vendor: 02780 - CAMERON, LEE OR SHERRY</b>					
CAMERON, LEE OR SHERRY	003-093-02	09/17/2024	Real Property Overpayment R...	010-002-36024-000	5.98
<b>Vendor 02780 - CAMERON, LEE OR SHERRY Total:</b>					<b>5.98</b>
<b>Vendor: 02026 - eFAX CORPORATE</b>					
eFAX CORPORATE	5006038	09/17/2024	Fax	010-002-53010-360	20.99
<b>Vendor 02026 - eFAX CORPORATE Total:</b>					<b>20.99</b>
<b>Vendor: 01426 - ERICKSON, ARI BRYE</b>					
ERICKSON, ARI BRYE	009-330-01 OVERPAYMENT	09/17/2024	Real Property Tax Overpayme...	010-002-36024-000	82.32
<b>Vendor 01426 - ERICKSON, ARI BRYE Total:</b>					<b>82.32</b>
<b>Vendor: 02779 - REID, RICHARD R.</b>					
REID, RICHARD R.	004-010-20 OVERPAYMENT	09/17/2024	REAL PROPERTY OVERPAYME...	010-002-36024-000	91.24
<b>Vendor 02779 - REID, RICHARD R. Total:</b>					<b>91.24</b>
<b>Department 002 - TREASURER Total:</b>					<b>373.99</b>
<b>Department: 003 - RECORDER</b>					
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	1408 Aug2024	09/11/2024	Storage Cart for Office	010-003-53010-000	53.99
BANKCARD CENTER	1416 Aug2024	09/11/2024	Notary Stamp	010-003-53010-000	54.90
BANKCARD CENTER	6891 Aug2024	09/11/2024	Food for commissioners and d...	010-003-53010-000	3,064.13
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>3,173.02</b>
<b>Vendor: 02026 - eFAX CORPORATE</b>					
eFAX CORPORATE	5006038	09/17/2024	Fax	010-003-53010-360	20.99
<b>Vendor 02026 - eFAX CORPORATE Total:</b>					<b>20.99</b>
<b>Vendor: 06725 - QUILL CORPORATION</b>					
QUILL CORPORATION	40059198	09/17/2024	Toner cartridge	010-003-53010-000	116.43
<b>Vendor 06725 - QUILL CORPORATION Total:</b>					<b>116.43</b>

Commissioner Approval Report

Payment Dates: 9/4/2024 - 9/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: 09175 - XEROX CORPORATION</b>					
XEROX CORPORATION	022017671	09/17/2024	Xerox machine maintenance	010-003-53010-242	65.25
<b>Vendor 09175 - XEROX CORPORATION Total:</b>					<b>65.25</b>
<b>Department 003 - RECORDER Total:</b>					<b>3,375.69</b>
<b>Department: 004 - ASSESSOR</b>					
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	0309 AUG2024	09/11/2024	OFFICE SUPPLIES	010-004-53010-300	633.00
BANKCARD CENTER	0715 AUG24	09/11/2024	Hotel Room	010-004-53010-370	185.41
BANKCARD CENTER	1390 AUG24	09/11/2024	Travel	010-004-53010-370	245.39
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>1,063.80</b>
<b>Vendor: 01547 - CRIMM, MATTHEW</b>					
CRIMM, MATTHEW	8/27-28/24	09/17/2024	Appraisal Class in Fallon	010-004-53010-370	342.20
<b>Vendor 01547 - CRIMM, MATTHEW Total:</b>					<b>342.20</b>
<b>Vendor: 02026 - eFAX CORPORATE</b>					
eFAX CORPORATE	5006038	09/17/2024	Fax	010-004-53010-360	20.99
<b>Vendor 02026 - eFAX CORPORATE Total:</b>					<b>20.99</b>
<b>Department 004 - ASSESSOR Total:</b>					<b>1,426.99</b>
<b>Department: 006 - HUMAN RESOURCES</b>					
<b>Vendor: 01506 - A1 ALCOHOL &amp; DRUG COLLECTIONS, LLC</b>					
A1 ALCOHOL & DRUG COLLECT..	154600	09/17/2024	Drug Screening	010-006-53010-313	520.00
<b>Vendor 01506 - A1 ALCOHOL &amp; DRUG COLLECTIONS, LLC Total:</b>					<b>520.00</b>
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	1044 AUG24	09/11/2024	Office supplies and coffee	010-006-53010-000	24.34
BANKCARD CENTER	6396 AUG24	09/11/2024	Office supplies and travel	010-006-53010-300	84.98
BANKCARD CENTER	6396 AUG24	09/11/2024	Office supplies and travel	010-006-53010-370	136.47
BANKCARD CENTER	1457 Aug24	09/11/2024	Ignite NEOGOV Training Confe...	010-006-53010-370	975.00
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>1,220.79</b>
<b>Vendor: 01019 - CDW GOVERNMENT INC</b>					
CDW GOVERNMENT INC	AA37F3R	09/17/2024	Adobe application purchase	010-006-53010-112	98.94
<b>Vendor 01019 - CDW GOVERNMENT INC Total:</b>					<b>98.94</b>
<b>Vendor: 02026 - eFAX CORPORATE</b>					
eFAX CORPORATE	5006038	09/17/2024	Fax	010-006-53010-360	20.99
<b>Vendor 02026 - eFAX CORPORATE Total:</b>					<b>20.99</b>
<b>Vendor: 02532 - MARCY JOHNSON IMAGES</b>					
MARCY JOHNSON IMAGES	0357	09/03/2024	Business cards and letterhead	010-006-53010-000	135.00
<b>Vendor 02532 - MARCY JOHNSON IMAGES Total:</b>					<b>135.00</b>
<b>Vendor: 10819 - NV DEPT PUBLIC SAFETY GENERAL SERVICES DIVISION</b>					
NV DEPT PUBLIC SAFETY GEN...	68359	09/17/2024	Fingerprint background checks	010-006-53010-313	241.50
<b>Vendor 10819 - NV DEPT PUBLIC SAFETY GENERAL SERVICES DIVISION Total:</b>					<b>241.50</b>
<b>Vendor: 06200 - POSTMASTER - EUREKA</b>					
POSTMASTER - EUREKA	Box #891	09/17/2024	Annual renewal of post office ...	010-006-53010-000	120.00
<b>Vendor 06200 - POSTMASTER - EUREKA Total:</b>					<b>120.00</b>
<b>Vendor: 07153 - RUBY MOUNTAIN NATURAL SPRING WATER</b>					
RUBY MOUNTAIN NATURAL S...	1080496	09/17/2024	Office Water	010-006-53010-000	15.17
<b>Vendor 07153 - RUBY MOUNTAIN NATURAL SPRING WATER Total:</b>					<b>15.17</b>
<b>Department 006 - HUMAN RESOURCES Total:</b>					<b>2,372.39</b>
<b>Department: 010 - ELECTION</b>					
<b>Vendor: 01882 - NV PRESORT &amp; MAIL MARKETING</b>					
NV PRESORT & MAIL MARKET...	240999	09/17/2024	General Ballot Postage	010-010-53010-318	472.07
<b>Vendor 01882 - NV PRESORT &amp; MAIL MARKETING Total:</b>					<b>472.07</b>
<b>Department 010 - ELECTION Total:</b>					<b>472.07</b>

Commissioner Approval Report

Payment Dates: 9/4/2024 - 9/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Department: 011 - COMPROLLER</b>					
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	1044 AUG24	09/11/2024	Office supplies and coffee	010-011-53010-300	39.32
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>39.32</b>
<b>Vendor: 02026 - eFAX CORPORATE</b>					
eFAX CORPORATE	5006038	09/17/2024	Fax	010-011-53010-360	20.99
<b>Vendor 02026 - eFAX CORPORATE Total:</b>					<b>20.99</b>
<b>Vendor: 07153 - RUBY MOUNTAIN NATURAL SPRING WATER</b>					
RUBY MOUNTAIN NATURAL S...	1080496	09/17/2024	Office Water	010-011-53010-300	15.17
<b>Vendor 07153 - RUBY MOUNTAIN NATURAL SPRING WATER Total:</b>					<b>15.17</b>
<b>Vendor: 07811 - TODD, KIMBERLY</b>					
TODD, KIMBERLY	9/4/24	09/17/2024	Pool/Pact Risk Management C...	010-011-53010-370	169.42
<b>Vendor 07811 - TODD, KIMBERLY Total:</b>					<b>169.42</b>
<b>Vendor: 09175 - XEROX CORPORATION</b>					
XEROX CORPORATION	022017670	09/17/2024	Machine Maintenance	010-011-53010-242	24.98
<b>Vendor 09175 - XEROX CORPORATION Total:</b>					<b>24.98</b>
<b>Department 011 - COMPROLLER Total:</b>					<b>269.88</b>
<b>Department: 012 - ANNUAL AUDIT &amp; BUDGET</b>					
<b>Vendor: 12547 - EIDE BAILLY, LLP</b>					
EIDE BAILLY, LLP	EI01733629	09/17/2024	County Audit Travel	010-012-53010-165	24,196.01
<b>Vendor 12547 - EIDE BAILLY, LLP Total:</b>					<b>24,196.01</b>
<b>Department 012 - ANNUAL AUDIT &amp; BUDGET Total:</b>					<b>24,196.01</b>
<b>Department: 015 - BUILDINGS &amp; GROUNDS</b>					
<b>Vendor: 11704 - AT&amp;T BOX 5025</b>					
AT&T BOX 5025	77523751303800 SEPT24	09/11/2024	RECORDER FIRE LINE	010-015-53710-360	210.13
AT&T BOX 5025	77523753488187 SEPT24	09/11/2024	PUB WORKS FIRE LINE	010-015-53718-360	375.78
<b>Vendor 11704 - AT&amp;T BOX 5025 Total:</b>					<b>585.91</b>
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	0325 AUG24	09/11/2024	Amazon: Supplies	010-015-53771-330	31.90
BANKCARD CENTER	1192 AUG24	09/11/2024	Amazon: Supplies	010-015-53710-195	5.74
BANKCARD CENTER	1192 AUG24	09/11/2024	Amazon: Supplies	010-015-53710-195	7.50
BANKCARD CENTER	1192 AUG24	09/11/2024	Amazon: Supplies	010-015-53710-195	29.69
BANKCARD CENTER	1192 AUG24	09/11/2024	Amazon: Supplies	010-015-53710-195	103.55
BANKCARD CENTER	1192 AUG24	09/11/2024	Amazon: Supplies	010-015-53715-195	5.75
BANKCARD CENTER	1192 AUG24	09/11/2024	Amazon: Supplies	010-015-53715-195	7.50
BANKCARD CENTER	1192 AUG24	09/11/2024	Amazon: Supplies	010-015-53715-195	29.69
BANKCARD CENTER	1192 AUG24	09/11/2024	Amazon: Supplies	010-015-53730-195	5.74
BANKCARD CENTER	1192 AUG24	09/11/2024	Amazon: Supplies	010-015-53730-195	7.50
BANKCARD CENTER	1192 AUG24	09/11/2024	Amazon: Supplies	010-015-53740-330	49.97
BANKCARD CENTER	1192 AUG24	09/11/2024	Amazon: Supplies	010-015-53740-330	-20.52
BANKCARD CENTER	1192 AUG24	09/11/2024	Amazon: Supplies	010-015-53740-330	20.52
BANKCARD CENTER	1192 AUG24	09/11/2024	Amazon: Supplies	010-015-53762-195	5.75
BANKCARD CENTER	1192 AUG24	09/11/2024	Amazon: Supplies	010-015-53762-195	7.50
BANKCARD CENTER	2394 AUG24	09/11/2024	Travel/Sprinkler Parts	010-015-53010-245	209.85
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>507.63</b>
<b>Vendor: 01312 - CRESCENT VALLEY WATER DPT</b>					
CRESCENT VALLEY WATER DPT	CVWATER-AUG24	09/17/2024	3 EMS	010-015-53719-400	85.44
CRESCENT VALLEY WATER DPT	CVWATER-AUG24	09/17/2024	217 Clinic	010-015-53721-400	53.53
CRESCENT VALLEY WATER DPT	CVWATER-AUG24	09/17/2024	248 Town Center	010-015-53722-400	135.84
CRESCENT VALLEY WATER DPT	CVWATER-AUG24	09/17/2024	11 Sheriff	010-015-53723-400	129.54
CRESCENT VALLEY WATER DPT	CVWATER-AUG24	09/17/2024	177 Senior Center	010-015-53724-400	64.44
CRESCENT VALLEY WATER DPT	CVWATER-AUG24	09/17/2024	295 Firehouse	010-015-53765-400	76.86
CRESCENT VALLEY WATER DPT	CVWATER-AUG24	09/17/2024	40 Fairgrounds	010-015-53770-400	76.86
<b>Vendor 01312 - CRESCENT VALLEY WATER DPT Total:</b>					<b>622.51</b>
<b>Vendor: 02100 - EUREKA TOWN WATER</b>					
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	265 CRT HS	010-015-53710-400	133.84
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	331 ADMIN BLDG	010-015-53715-400	117.04

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Payment Dates: 9/4/2024 - 9/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	266 CLINIC	010-015-53718-400	138.04
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	273 SEN CTR	010-015-53729-400	86.15
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	268 JSTC FAC	010-015-53730-400	117.04
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	274 OP HS	010-015-53740-400	127.54
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	275 MUSEUM	010-015-53745-400	43.91
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	264 SWIM POOL	010-015-53750-400	316.54
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	276 FIREHOUSE	010-015-53751-400	184.85
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	263 LIBRARY	010-015-53762-400	50.21
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	277 AMB BAY	010-015-53769-400	43.91
<b>Vendor 02100 - EUREKA TOWN WATER Total:</b>					<b>1,359.07</b>
<b>Vendor: 02574 - GRAINGER PARTS OPERATIONS</b>					
GRAINGER PARTS OPERATIONS	9233164541	09/17/2024	MAINT/REPAIRS-OPERA HOU...	010-015-53740-330	212.50
GRAINGER PARTS OPERATIONS	9239655393	09/17/2024	REPAIRS MAINT	010-015-53722-330	227.41
<b>Vendor 02574 - GRAINGER PARTS OPERATIONS Total:</b>					<b>439.91</b>
<b>Vendor: 12996 - HUNT &amp; SONS, INC</b>					
HUNT & SONS, INC	568266	09/17/2024	FUEL	010-015-53715-160	71.28
<b>Vendor 12996 - HUNT &amp; SONS, INC Total:</b>					<b>71.28</b>
<b>Vendor: 11075 - NV ENERGY</b>					
NV ENERGY	3356310 AUG24	09/11/2024	Dunphy Fire Station	010-015-53767-105	41.93
NV ENERGY	3345248 AUG24	09/11/2024	CV Fire House	010-015-53765-105	257.45
NV ENERGY	3352122 AUG24	09/11/2024	CV Town Hall - Outdoor Lights	010-015-53722-105	51.46
NV ENERGY	3357474 AUG24	09/11/2024	CV Ambulance Bay	010-015-53719-105	144.35
NV ENERGY	3357724 AUG24	09/11/2024	power	010-015-53724-105	640.76
NV ENERGY	3357795 AUG24	09/11/2024	Beowawe Library	010-015-53761-105	41.61
NV ENERGY	3357848 AUG24	09/11/2024	Beowawe Hwy 21	010-015-53720-105	45.90
NV ENERGY	3362433 AUG24	09/11/2024	CV Town Hall	010-015-53722-105	541.00
NV ENERGY	3363921 AUG24	09/11/2024	CV Clinic	010-015-53721-105	144.16
NV ENERGY	3364208 AUG24	09/11/2024	Beowawe Fire Station	010-015-53764-105	67.25
NV ENERGY	5171091 AUG24	09/11/2024	CV Fair Building	010-015-53770-105	154.83
NV ENERGY	5173972 AUG24	09/11/2024	CV Justice Facility	010-015-53723-105	410.92
<b>Vendor 11075 - NV ENERGY Total:</b>					<b>2,541.62</b>
<b>Vendor: 06725 - QUILL CORPORATION</b>					
QUILL CORPORATION	40156906	09/17/2024	Supplies	010-015-53720-195	38.27
<b>Vendor 06725 - QUILL CORPORATION Total:</b>					<b>38.27</b>
<b>Vendor: 06788 - RAINES MARKET</b>					
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	010-015-53010-000	177.33
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	010-015-53729-330	30.17
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	010-015-53750-330	5.18
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	010-015-53766-330	59.95
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	010-015-53771-330	366.93
<b>Vendor 06788 - RAINES MARKET Total:</b>					<b>639.56</b>
<b>Vendor: 12667 - REDI SERVICES LLC</b>					
REDI SERVICES LLC	218522	09/17/2024	MAINT	010-015-53768-058	320.00
<b>Vendor 12667 - REDI SERVICES LLC Total:</b>					<b>320.00</b>
<b>Vendor: 07350 - SILVER STATE ELEVATOR INC</b>					
SILVER STATE ELEVATOR INC	49895	09/17/2024	Maint - Opera House/Court H...	010-015-53710-058	842.50
SILVER STATE ELEVATOR INC	49895	09/17/2024	Maint - Opera House/Court H...	010-015-53740-058	842.50
<b>Vendor 07350 - SILVER STATE ELEVATOR INC Total:</b>					<b>1,685.00</b>
<b>Vendor: 08630 - VOGUE LINEN-UNIFORM RENT</b>					
VOGUE LINEN-UNIFORM RENT	3263084	09/17/2024	COURT HOUSE CONTRACT SE...	010-015-53710-058	22.10
VOGUE LINEN-UNIFORM RENT	3263085	09/17/2024	CONTRACT SERVICES-ANNEX	010-015-53715-058	141.04
VOGUE LINEN-UNIFORM RENT	3263086	09/17/2024	CLINIC CONTRACT SERVICES	010-015-53718-058	54.11
VOGUE LINEN-UNIFORM RENT	3263087	09/17/2024	OPERA HOUSE CONTRACT SE...	010-015-53740-058	14.43
VOGUE LINEN-UNIFORM RENT	3264124	09/17/2024	COURT HOUSE CONTRACT SE...	010-015-53710-058	22.10
VOGUE LINEN-UNIFORM RENT	3264125	09/17/2024	CLINIC CONTRACT SERVICES	010-015-53718-058	54.11
VOGUE LINEN-UNIFORM RENT	3264127	09/17/2024	OPERA HOUSE CONTRACT SE...	010-015-53740-058	114.00

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VOGUE LINEN-UNIFORM RENT	S3265099	09/17/2024	CONTRACT SERVICES-ANNEX	010-015-53715-058	24.08
<b>Vendor 08630 - VOGUE LINEN-UNIFORM RENT Total:</b>					<b>445.97</b>
<b>Vendor: 08858 - WELLS PROPANE</b>					
WELLS PROPANE	4706862	09/17/2024	Propane - Beowawe Fire Stati...	010-015-53764-160	421.89
<b>Vendor 08858 - WELLS PROPANE Total:</b>					<b>421.89</b>
<b>Vendor: 08860 - WELLS RURAL ELECTRIC CO</b>					
WELLS RURAL ELECTRIC CO	403101 AUG24	09/17/2024	Electric-Pine Valley Fire	010-015-53768-105	45.00
<b>Vendor 08860 - WELLS RURAL ELECTRIC CO Total:</b>					<b>45.00</b>
<b>Department 015 - BUILDINGS &amp; GROUNDS Total:</b>					<b>9,723.62</b>
<b>Department: 016 - AIRPORT</b>					
<b>Vendor: 02574 - GRAINGER PARTS OPERATIONS</b>					
GRAINGER PARTS OPERATIONS	9236277423	09/17/2024	REPAIRS/MAINT	010-016-53010-000	25.24
<b>Vendor 02574 - GRAINGER PARTS OPERATIONS Total:</b>					<b>25.24</b>
<b>Department 016 - AIRPORT Total:</b>					<b>25.24</b>
<b>Department: 017 - NRAC COMMITTEE</b>					
<b>Vendor: 00516 - BAUMANN, JAMES</b>					
BAUMANN, JAMES	9/11/24 Meeting	09/17/2024	9/11/24 NRAC Regular Meeting	010-017-53010-252	6.70
<b>Vendor 00516 - BAUMANN, JAMES Total:</b>					<b>6.70</b>
<b>Vendor: 01380 - BLISS, CHAD D</b>					
BLISS, CHAD D	9/11/24 Meeting	09/17/2024	9/11/24 NRAC Regular Meeting	010-017-53010-252	10.72
<b>Vendor 01380 - BLISS, CHAD D Total:</b>					<b>10.72</b>
<b>Vendor: 07375 - SLAGOWSKI, CARL F</b>					
SLAGOWSKI, CARL F	9/11/24 Meeting	09/17/2024	9/11/24 NRAC Regular Meeting	010-017-53010-252	80.40
<b>Vendor 07375 - SLAGOWSKI, CARL F Total:</b>					<b>80.40</b>
<b>Department 017 - NRAC COMMITTEE Total:</b>					<b>97.82</b>
<b>Department: 018 - TECHNOLOGY SUPPORT</b>					
<b>Vendor: 11704 - AT&amp;T BOX 5025</b>					
AT&T BOX 5025	13125263888539 SEP24	09/17/2024	Circuits	010-018-53010-224	646.04
<b>Vendor 11704 - AT&amp;T BOX 5025 Total:</b>					<b>646.04</b>
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	6396 AUG24	09/11/2024	Office supplies and travel	010-018-53010-000	1,299.00
BANKCARD CENTER	0111 AUG24	09/11/2024	Starlink	010-018-53010-224	1,000.00
BANKCARD CENTER	0111 AUG24	09/11/2024	Fuel - Travel from Las Vegas C...	010-018-53010-370	39.60
BANKCARD CENTER	0434 AUG24	09/11/2024	IT Supplies	010-018-53010-000	1,165.81
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>3,504.41</b>
<b>Vendor: 12623 - BUSINESS CONTINUITY TECHNOLOGIES LLC</b>					
BUSINESS CONTINUITY TECH...	413335	09/17/2024	Managed Services	010-018-53010-058	2,500.00
<b>Vendor 12623 - BUSINESS CONTINUITY TECHNOLOGIES LLC Total:</b>					<b>2,500.00</b>
<b>Vendor: 02026 - eFAX CORPORATE</b>					
eFAX CORPORATE	5006038	09/17/2024	Fax	010-018-53010-360	20.99
<b>Vendor 02026 - eFAX CORPORATE Total:</b>					<b>20.99</b>
<b>Vendor: 02446 - MARKETSHAREPR</b>					
MARKETSHAREPR	2142	09/17/2024	Contract Services	010-018-53010-058	7,500.00
<b>Vendor 02446 - MARKETSHAREPR Total:</b>					<b>7,500.00</b>
<b>Vendor: 12660 - ROWLEY, MISTY</b>					
ROWLEY, MISTY	9/4-6/24	09/17/2024	Training - ERP Conference in E...	010-018-53010-370	462.62
<b>Vendor 12660 - ROWLEY, MISTY Total:</b>					<b>462.62</b>
<b>Vendor: 01575 - SYBER NETWORKS LLC</b>					
SYBER NETWORKS LLC	1369	09/17/2024	Contract Services - Onsite Wo...	010-018-53010-058	4,750.00
<b>Vendor 01575 - SYBER NETWORKS LLC Total:</b>					<b>4,750.00</b>
<b>Department 018 - TECHNOLOGY SUPPORT Total:</b>					<b>19,384.06</b>
<b>Department: 022 - JUVENILE PROBATION</b>					
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	0242 Aug24	09/11/2024	Supplies- Software for Invoices	010-022-53010-000	170.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BANKCARD CENTER	0242 Aug24	09/11/2024	Supplies- SAPTA Certification	010-022-53010-098	100.00
BANKCARD CENTER	0242 Aug24	09/11/2024	Supplies- Soccer Supplies	010-022-53010-200	55.54
BANKCARD CENTER	0267 Aug24	09/11/2024	Supplies- B2S Parties and Socc...	010-022-53010-200	289.17
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>614.71</b>
<b>Vendor: 02026 - eFAX CORPORATE</b>					
eFAX CORPORATE	5006038	09/17/2024	Fax	010-022-53010-360	20.99
<b>Vendor 02026 - eFAX CORPORATE Total:</b>					<b>20.99</b>
<b>Vendor: 02738 - PILOT THOMAS LOGISTICS, LLC -FLEET</b>					
PILOT THOMAS LOGISTICS, LLC..	313195	09/17/2024	Fuel	010-022-53105-130	53.58
<b>Vendor 02738 - PILOT THOMAS LOGISTICS, LLC -FLEET Total:</b>					<b>53.58</b>
<b>Vendor: 06788 - RAINES MARKET</b>					
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	010-022-53010-200	154.87
<b>Vendor 06788 - RAINES MARKET Total:</b>					<b>154.87</b>
<b>Department 022 - JUVENILE PROBATION Total:</b>					<b>844.15</b>
<b>Department: 024 - DISTRICT ATTORNEY</b>					
<b>Vendor: 00262 - ANDERSON, JANELL MSW LCSW</b>					
ANDERSON, JANELL MSW LC...	24CR000477D 9/12/24	09/17/2024	comprehensive evaluation	010-024-53010-176	1,000.00
<b>Vendor 00262 - ANDERSON, JANELL MSW LCSW Total:</b>					<b>1,000.00</b>
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	1168 Aug24	09/11/2024	monthly EDFP sub fee, cont. e...	010-024-53010-000	35.89
BANKCARD CENTER	1168 Aug24	09/11/2024	monthly EDFP sub fee, cont. e...	010-024-53010-370	100.00
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>135.89</b>
<b>Vendor: 02026 - eFAX CORPORATE</b>					
eFAX CORPORATE	5006038	09/17/2024	Fax	010-024-53010-360	20.99
<b>Vendor 02026 - eFAX CORPORATE Total:</b>					<b>20.99</b>
<b>Vendor: 02784 - NV INSTITUTE OF FORENSIC NURSING</b>					
NV INSTITUTE OF FORENSIC N...	PMR# 113	09/17/2024	forensic investigation	010-024-53010-176	1,200.00
<b>Vendor 02784 - NV INSTITUTE OF FORENSIC NURSING Total:</b>					<b>1,200.00</b>
<b>Vendor: 07153 - RUBY MOUNTAIN NATURAL SPRING WATER</b>					
RUBY MOUNTAIN NATURAL S...	1080495	09/17/2024	water	010-024-53010-000	20.00
<b>Vendor 07153 - RUBY MOUNTAIN NATURAL SPRING WATER Total:</b>					<b>20.00</b>
<b>Vendor: 09175 - XEROX CORPORATION</b>					
XEROX CORPORATION	022017673	09/17/2024	machine maintenance	010-024-53010-242	100.97
<b>Vendor 09175 - XEROX CORPORATION Total:</b>					<b>100.97</b>
<b>Department 024 - DISTRICT ATTORNEY Total:</b>					<b>2,477.85</b>
<b>Department: 026 - DISTRICT COURT</b>					
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	0947 AUG 2024	09/11/2024	WATER	010-026-53010-300	55.79
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>55.79</b>
<b>Vendor: 00783 - BROWN, KELLY C</b>					
BROWN, KELLY C	24-0901	09/17/2024	INDIGENT DEFENSE SERVICES	010-026-53010-193	10,000.00
BROWN, KELLY C	24-0901	09/17/2024	AB 518 STIPEND	010-026-53010-324	2,250.00
<b>Vendor 00783 - BROWN, KELLY C Total:</b>					<b>12,250.00</b>
<b>Department 026 - DISTRICT COURT Total:</b>					<b>12,305.79</b>
<b>Department: 028 - JUSTICE COURT</b>					
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	0517 SEP24	09/11/2024	MONTHLY ZOOM FEE	010-028-53010-070	49.00
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>49.00</b>
<b>Vendor: 02026 - eFAX CORPORATE</b>					
eFAX CORPORATE	5006038	09/17/2024	Fax	010-028-53010-360	20.99
<b>Vendor 02026 - eFAX CORPORATE Total:</b>					<b>20.99</b>
<b>Vendor: 01925 - LEGAL &amp; LIABILITY RISK MANAGEMENT INSTITUTE</b>					
LEGAL & LIABILITY RISK MAN...	244749	09/17/2024	COURT SECURITY OFFICER TRA..	010-028-53010-072	550.00
<b>Vendor 01925 - LEGAL &amp; LIABILITY RISK MANAGEMENT INSTITUTE Total:</b>					<b>550.00</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: 02719 - LENOVO (UNITED STATES) INC</b>					
LENOVO (UNITED STATES) INC	6469082267	09/17/2024	DESKTOP FOR CLERK LS	010-028-53010-000	1,240.00
<b>Vendor 02719 - LENOVO (UNITED STATES) INC Total:</b>					<b>1,240.00</b>
<b>Vendor: 05264 - NAT'L JUDICIAL COLLEGE, JUDICIAL COLLEGE BLDG</b>					
NAT'L JUDICIAL COLLEGE, JUD...	CMD111124-ROWLEY	09/17/2024	CIVIL MEDICATION CLASS-JU...	010-028-53010-370	1,739.00
<b>Vendor 05264 - NAT'L JUDICIAL COLLEGE, JUDICIAL COLLEGE BLDG Total:</b>					<b>1,739.00</b>
<b>Vendor: 06725 - QUILL CORPORATION</b>					
QUILL CORPORATION	40323025	09/17/2024	FOLDERS-OFFICER SANDERS	010-028-53010-072	150.42
<b>Vendor 06725 - QUILL CORPORATION Total:</b>					<b>150.42</b>
<b>Vendor: 07153 - RUBY MOUNTAIN NATURAL SPRING WATER</b>					
RUBY MOUNTAIN NATURAL S...	1080504	09/17/2024		010-028-53010-000	20.00
<b>Vendor 07153 - RUBY MOUNTAIN NATURAL SPRING WATER Total:</b>					<b>20.00</b>
<b>Department 028 - JUSTICE COURT Total:</b>					<b>3,769.41</b>
<b>Department: 032 - LAW LIBRARY</b>					
<b>Vendor: 04568 - LEXIS NEXIS MATHEW BENDER RELX INC</b>					
LEXIS NEXIS MATHEW BENDER..	3095318671	09/17/2024	law library	010-032-53010-000	395.00
<b>Vendor 04568 - LEXIS NEXIS MATHEW BENDER RELX INC Total:</b>					<b>395.00</b>
<b>Vendor: 04569 - LEXIS NEXIS MATHEW BENDER</b>					
LEXIS NEXIS MATHEW BENDER	4238477X	09/17/2024	law library	010-032-53010-000	595.61
<b>Vendor 04569 - LEXIS NEXIS MATHEW BENDER Total:</b>					<b>595.61</b>
<b>Department 032 - LAW LIBRARY Total:</b>					<b>990.61</b>
<b>Department: 034 - SHERIFF</b>					
<b>Vendor: 11704 - AT&amp;T BOX 5025</b>					
AT&T BOX 5025	77591101372726 SEP24	09/11/2024	Monthly 911 Phone Charges	010-034-53010-361	651.40
AT&T BOX 5025	77591104684945 SEP24	09/11/2024	Monthly 911 Phone Charges	010-034-53010-361	852.06
AT&T BOX 5025	77523753053742 SEP24	09/11/2024	Monthly Phone Charges	010-034-53010-360	90.86
AT&T BOX 5025	13125270950926 SEP24	09/17/2024	Phone	010-034-53010-360	698.16
AT&T BOX 5025	0712741199071 SEP24	09/17/2024	Phone	010-034-53010-360	1,568.04
<b>Vendor 11704 - AT&amp;T BOX 5025 Total:</b>					<b>3,860.52</b>
<b>Vendor: 10464 - AT&amp;T LONG DISTANCE</b>					
AT&T LONG DISTANCE	820195966-8 AUG24	09/17/2024	Long Distance	010-034-53010-360	146.11
<b>Vendor 10464 - AT&amp;T LONG DISTANCE Total:</b>					<b>146.11</b>
<b>Vendor: 12896 - AXON ENTERPRISE, INC</b>					
AXON ENTERPRISE, INC	INUS277721	09/17/2024	Body Cam Contract	010-034-53010-242	28,936.43
<b>Vendor 12896 - AXON ENTERPRISE, INC Total:</b>					<b>28,936.43</b>
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	0234 AUG24	09/11/2024	Word&Canva, Language Line ...	010-034-53010-000	58.52
BANKCARD CENTER	0234 AUG24	09/11/2024	SAR Mapping Program	010-034-53010-078	100.00
BANKCARD CENTER	0234 AUG24	09/11/2024	Ketchup, Salads & Hot Dogs fo...	010-034-53010-082	235.47
BANKCARD CENTER	0234 AUG24	09/11/2024	Lodging for Rimscon 10/7-11/...	010-034-53010-370	112.86
BANKCARD CENTER	0234 AUG24	09/11/2024	Custom Patch x2	010-034-53010-380	39.73
BANKCARD CENTER	0376 AUG24	09/11/2024	Dry Cleaning for PR Event Tabl...	010-034-53010-082	19.93
BANKCARD CENTER	0376 AUG24	09/11/2024	Printer Paper, Printer Ink x2	010-034-53010-300	109.99
BANKCARD CENTER	0376 AUG24	09/11/2024	Refund for File Folders	010-034-53010-300	-84.94
BANKCARD CENTER	0434 AUG24	09/11/2024	SO Apple Supplies	010-034-53010-000	329.00
BANKCARD CENTER	0558 AUG24	09/11/2024	Leg Holster x2, Flashlight Hold...	010-034-53010-380	62.95
BANKCARD CENTER	0624 AUG24	09/11/2024	Printer Ink for Records Office ...	010-034-53010-300	319.89
BANKCARD CENTER	0624 AUG24	09/11/2024	Lodging for Rimscon 10/6-11/...	010-034-53010-370	112.86
BANKCARD CENTER	0696 AUG24	09/11/2024	Display Port Cable x2, Faracent..	010-034-53010-044	76.24
BANKCARD CENTER	0696 AUG24	09/11/2024	Sprial Notebook 3Pk x2	010-034-53010-300	26.22
BANKCARD CENTER	0696 AUG24	09/11/2024	Lodging for Rimscon 10/6-10/...	010-034-53010-370	112.86
BANKCARD CENTER	0855 AUG24	09/11/2024	Off Road Traction Boards with ..	010-034-53010-256	147.98
BANKCARD CENTER	0855 AUG24	09/11/2024	Level Three Retention Duty Ho...	010-034-53010-380	1,011.60
BANKCARD CENTER	0962 AUG24	09/11/2024	Fluorescent Light Covers 4Pk ...	010-034-53010-256	41.98
BANKCARD CENTER	1259 AUG24	09/11/2024	Inmate Meals x2	010-034-53010-263	24.40
BANKCARD CENTER	1283 AUG24	09/11/2024	Apple.com Apps for Investigat...	010-034-53010-176	139.98
BANKCARD CENTER	1283 AUG24	09/11/2024	Lodging, Front Line Supervisor...	010-034-53010-370	2,256.87



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BANKCARD CENTER	1283 AUG24	09/11/2024	Fuel, Fallon NV	010-034-53105-130	51.77
BANKCARD CENTER	1283 AUG24	09/11/2024	Patrol Veh. Car Wash	010-034-53105-245	20.00
BANKCARD CENTER	1291 AUG24	09/11/2024	Printer Cord for Mobil Printer	010-034-53010-300	32.73
BANKCARD CENTER	1291 AUG24	09/11/2024	Motor Vehicle Searches Online..	010-034-53010-370	150.00
BANKCARD CENTER	1291 AUG24	09/11/2024	Fuel, Ely NV	010-034-53105-130	37.87
BANKCARD CENTER	1358 AUG24	09/11/2024	Lodging for First Line Suppervi...	010-034-53010-370	2,094.24
BANKCARD CENTER	1382 AUG24	09/11/2024	ID Tape x5, Custom Sheriff Pat...	010-034-53010-380	220.65
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>7,861.65</b>
<b>Vendor: 01019 - CDW GOVERNMENT INC</b>					
CDW GOVERNMENT INC	AA24A9N	09/17/2024	Dell CTO 3-cell Lithium Ion	010-034-53010-256	109.91
CDW GOVERNMENT INC	AA32S4B	09/17/2024	2 Samsun Monitors	010-034-33075-000	2,231.98
CDW GOVERNMENT INC	AA34A8I	09/17/2024	2 Black Box	010-034-53010-044	2,701.16
<b>Vendor 01019 - CDW GOVERNMENT INC Total:</b>					<b>5,043.05</b>
<b>Vendor: 02032 - CMC TIRE INC</b>					
CMC TIRE INC	80022381	09/17/2024	TIRES	010-034-53105-245	812.00
CMC TIRE INC	80022430	09/17/2024	TIRES	010-034-53105-245	996.00
<b>Vendor 02032 - CMC TIRE INC Total:</b>					<b>1,808.00</b>
<b>Vendor: 02026 - eFAX CORPORATE</b>					
eFAX CORPORATE	5006038	09/17/2024	Fax	010-034-53010-360	20.99
<b>Vendor 02026 - eFAX CORPORATE Total:</b>					<b>20.99</b>
<b>Vendor: 01472 - EUREKA COUNTY SENIOR CENTERS</b>					
EUREKA COUNTY SENIOR CEN... 37		09/17/2024	5 Inmate meals	010-034-53010-263	25.00
<b>Vendor 01472 - EUREKA COUNTY SENIOR CENTERS Total:</b>					<b>25.00</b>
<b>Vendor: 02085 - EUREKA SUPPLY</b>					
EUREKA SUPPLY	305-268881	09/17/2024	SO: Maint	010-034-53105-245	9.16
<b>Vendor 02085 - EUREKA SUPPLY Total:</b>					<b>9.16</b>
<b>Vendor: 01925 - LEGAL &amp; LIABILITY RISK MANAGEMENT INSTITUTE</b>					
LEGAL & LIABILITY RISK MAN... 245256		09/17/2024	Online Training	010-034-53010-370	150.00
<b>Vendor 01925 - LEGAL &amp; LIABILITY RISK MANAGEMENT INSTITUTE Total:</b>					<b>150.00</b>
<b>Vendor: 07463 - NV DEPT OF INFO TECH</b>					
NV DEPT OF INFO TECH	499239	09/17/2024	RACK SPACE RENT MARYS M...	010-034-53010-044	2,023.62
<b>Vendor 07463 - NV DEPT OF INFO TECH Total:</b>					<b>2,023.62</b>
<b>Vendor: 10819 - NV DEPT PUBLIC SAFETY GENERAL SERVICES DIVISION</b>					
NV DEPT PUBLIC SAFETY GEN... 68558		09/17/2024	Backgrounds	010-034-53010-035	201.25
<b>Vendor 10819 - NV DEPT PUBLIC SAFETY GENERAL SERVICES DIVISION Total:</b>					<b>201.25</b>
<b>Vendor: 05525 - NV P.O.S.T. ACADEMY</b>					
NV P.O.S.T. ACADEMY	202402-08	09/17/2024	POST Academy - Yount	010-034-53010-370	600.00
<b>Vendor 05525 - NV P.O.S.T. ACADEMY Total:</b>					<b>600.00</b>
<b>Vendor: 05538 - NV SHERIFF'S &amp; CHIEF'S ASSOCIATION</b>					
NV SHERIFF'S & CHIEF'S ASSO... 1101		09/17/2024	Las Vegas - 2024 Sheriff's & Ch...	010-034-53010-370	300.00
NV SHERIFF'S & CHIEF'S ASSO... 1103		09/17/2024	2024 NV Sheriff's & Chiefs - La...	010-034-53010-370	300.00
<b>Vendor 05538 - NV SHERIFF'S &amp; CHIEF'S ASSOCIATION Total:</b>					<b>600.00</b>
<b>Vendor: 02738 - PILOT THOMAS LOGISTICS, LLC -FLEET</b>					
PILOT THOMAS LOGISTICS, LLC.. 313195		09/17/2024	Fuel	010-034-53105-130	1,392.03
<b>Vendor 02738 - PILOT THOMAS LOGISTICS, LLC -FLEET Total:</b>					<b>1,392.03</b>
<b>Vendor: 02777 - POLICE K-9 MAGAZINE</b>					
POLICE K-9 MAGAZINE	3/11-13/2025	09/17/2024	Las Vegas - Police K9 Conferen...	010-034-53010-370	295.00
<b>Vendor 02777 - POLICE K-9 MAGAZINE Total:</b>					<b>295.00</b>
<b>Vendor: 06788 - RAINES MARKET</b>					
RAINES MARKET	9 AUG24	09/17/2024	Master Blank, Red Paint	010-034-53010-010	25.95
RAINES MARKET	9 AUG24	09/17/2024	Propane, Gatorade, Impact Dr...	010-034-53010-256	35.96
RAINES MARKET	9 AUG24	09/17/2024	Inmate Meals	010-034-53010-263	11.68
RAINES MARKET	9 AUG24	09/17/2024	Battery, Pens	010-034-53010-300	12.18
RAINES MARKET	9 AUG24	09/17/2024	Weedwacker Trim/Blower	010-034-53105-245	149.00
<b>Vendor 06788 - RAINES MARKET Total:</b>					<b>234.77</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: 07153 - RUBY MOUNTAIN NATURAL SPRING WATER</b>					
RUBY MOUNTAIN NATURAL S...	1080498	09/17/2024	Eureka Water	010-034-53010-256	20.00
RUBY MOUNTAIN NATURAL S...	1082010	09/17/2024	Eureka Water	010-034-53010-256	11.50
<b>Vendor 07153 - RUBY MOUNTAIN NATURAL SPRING WATER Total:</b>					<b>31.50</b>
<b>Vendor: 02626 - SILVER STATE REPAIR LLC</b>					
SILVER STATE REPAIR LLC	50755	09/17/2024	Tow	010-034-53010-176	747.50
SILVER STATE REPAIR LLC	50770	09/17/2024	Investigtions	010-034-53010-176	1,462.50
<b>Vendor 02626 - SILVER STATE REPAIR LLC Total:</b>					<b>2,210.00</b>
<b>Vendor: 02598 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC.</b>					
TRANSUNION RISK AND ALTE...	6531332-202408-1	09/17/2024	Investigations	010-034-53010-176	1,271.00
<b>Vendor 02598 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC. Total:</b>					<b>1,271.00</b>
<b>Vendor: 12367 - UNIFORMITY OF NEVADA LLC</b>					
UNIFORMITY OF NEVADA LLC	128442-1	09/17/2024	Polo, Name, Star (Watts)	010-034-53010-380	63.49
<b>Vendor 12367 - UNIFORMITY OF NEVADA LLC Total:</b>					<b>63.49</b>
<b>Vendor: 02669 - WWW.GS-JJ.COM</b>					
WWW.GS-JJ.COM	G240805004319	09/17/2024	300 PVC Patches	010-034-53010-380	974.00
WWW.GS-JJ.COM	G240805880979	09/17/2024	1000 Coins	010-034-33075-000	2,965.00
<b>Vendor 02669 - WWW.GS-JJ.COM Total:</b>					<b>3,939.00</b>
<b>Vendor: 09175 - XEROX CORPORATION</b>					
XEROX CORPORATION	022017669	09/17/2024	Eureka Xerox	010-034-53010-242	44.51
<b>Vendor 09175 - XEROX CORPORATION Total:</b>					<b>44.51</b>
<b>Department 034 - SHERIFF Total:</b>					<b>60,767.08</b>
<b>Department: 040 - EMERGENCY MNGMNT</b>					
<b>Vendor: 02656 - A PLUS TOTAL CARE</b>					
A PLUS TOTAL CARE	1401	09/17/2024	John Bradley/Carmelita Fento...	010-040-53010-000	1,305.00
<b>Vendor 02656 - A PLUS TOTAL CARE Total:</b>					<b>1,305.00</b>
<b>Vendor: 01019 - CDW GOVERNMENT INC</b>					
CDW GOVERNMENT INC	PBHR861	09/17/2024	PW Radios	010-040-53010-000	832.59
CDW GOVERNMENT INC	AA3DW1W	09/17/2024	PW: Radios	010-040-53010-000	518.67
<b>Vendor 01019 - CDW GOVERNMENT INC Total:</b>					<b>1,351.26</b>
<b>Vendor: 02406 - GALENA GROUP INC</b>					
GALENA GROUP INC	2863	09/17/2024	Services	010-040-53010-000	607.50
<b>Vendor 02406 - GALENA GROUP INC Total:</b>					<b>607.50</b>
<b>Vendor: 07463 - NV DEPT OF INFO TECH</b>					
NV DEPT OF INFO TECH	499239	09/17/2024	RACK SPACE RENT MARYS M...	010-040-53010-058	2,023.63
<b>Vendor 07463 - NV DEPT OF INFO TECH Total:</b>					<b>2,023.63</b>
<b>Department 040 - EMERGENCY MNGMNT Total:</b>					<b>5,287.39</b>
<b>Department: 042 - PUBLIC WORKS</b>					
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	0325 AUG24	09/11/2024	Amazon: Supplies	010-042-53010-300	285.00
BANKCARD CENTER	0467 AUG24	09/11/2024	Maint	010-042-53010-000	96.00
BANKCARD CENTER	0467 AUG24	09/11/2024	Maint	010-042-53010-058	268.00
BANKCARD CENTER	0498 AUG24	09/11/2024	Supplies	010-042-53010-300	109.00
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>758.00</b>
<b>Vendor: 01019 - CDW GOVERNMENT INC</b>					
CDW GOVERNMENT INC	SN80640	09/17/2024	Leah & Jeb's Printer Ink	010-042-53010-300	909.00
CDW GOVERNMENT INC	AA3HX3K	09/17/2024	Jeb's Laptop	010-042-53010-000	2,626.53
<b>Vendor 01019 - CDW GOVERNMENT INC Total:</b>					<b>3,535.53</b>
<b>Vendor: 02026 - eFAX CORPORATE</b>					
eFAX CORPORATE	5006038	09/17/2024	Fax	010-042-53010-360	20.99
<b>Vendor 02026 - eFAX CORPORATE Total:</b>					<b>20.99</b>
<b>Vendor: 07463 - NV DEPT OF INFO TECH</b>					
NV DEPT OF INFO TECH	499239	09/17/2024	RACK SPACE RENT MARYS M...	010-042-53010-058	2,023.63
<b>Vendor 07463 - NV DEPT OF INFO TECH Total:</b>					<b>2,023.63</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: 06725 - QUILL CORPORATION</b>					
QUILL CORPORATION	40156497	09/17/2024	Batteries - Supplies	010-042-53010-300	20.99
QUILL CORPORATION	40156906	09/17/2024	Supplies	010-042-53010-300	71.86
QUILL CORPORATION	40205307	09/17/2024	Public Works - Supplies	010-042-53010-300	62.54
QUILL CORPORATION	40208200	09/17/2024	Public Works Office Supplies	010-042-53010-300	35.99
QUILL CORPORATION	40278185	09/17/2024	PW: Office Supplies	010-042-53010-300	29.34
<b>Vendor 06725 - QUILL CORPORATION Total:</b>					<b>220.72</b>
<b>Vendor: 12667 - REDI SERVICES LLC</b>					
REDI SERVICES LLC	218522	09/17/2024	MAINT	010-042-53010-058	240.00
<b>Vendor 12667 - REDI SERVICES LLC Total:</b>					<b>240.00</b>
<b>Vendor: 09175 - XEROX CORPORATION</b>					
XEROX CORPORATION	022017667	09/17/2024	Meter Reading: 6TB-441680	010-042-53010-242	11.04
XEROX CORPORATION	022017668	09/17/2024	9RA-001840	010-042-53010-242	204.18
<b>Vendor 09175 - XEROX CORPORATION Total:</b>					<b>215.22</b>
<b>Department 042 - PUBLIC WORKS Total:</b>					<b>7,014.09</b>
<b>Department: 052 - D &amp; T CENTER</b>					
<b>Vendor: 08904 - WILLIAM BEE RIRIE HOSPITAL - CONTRACT</b>					
WILLIAM BEE RIRIE HOSPITAL -..AUG24		09/17/2024	August Contract	010-052-53010-058	52,750.00
<b>Vendor 08904 - WILLIAM BEE RIRIE HOSPITAL - CONTRACT Total:</b>					<b>52,750.00</b>
<b>Department 052 - D &amp; T CENTER Total:</b>					<b>52,750.00</b>
<b>Department: 054 - AMBULANCE</b>					
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	0228 AUG24	09/11/2024	Maintenance for ORV	010-054-53105-245	330.00
BANKCARD CENTER	0319 AUG24	09/11/2024	Case for phone	010-054-53010-000	27.99
BANKCARD CENTER	0319 AUG24	09/11/2024	Lodging for Oakes, Overholser,..	010-054-53010-370	102.24
BANKCARD CENTER	0319 AUG24	09/11/2024	Lodging for Oakes, Overholser,..	010-054-53010-370	227.20
BANKCARD CENTER	0319 AUG24	09/11/2024	Lodging for Oakes, Overholser,..	010-054-53010-370	11.36
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>698.79</b>
<b>Vendor: 02026 - eFAX CORPORATE</b>					
eFAX CORPORATE	5006038	09/17/2024	Fax	010-054-53010-360	20.99
<b>Vendor 02026 - eFAX CORPORATE Total:</b>					<b>20.99</b>
<b>Vendor: 02085 - EUREKA SUPPLY</b>					
EUREKA SUPPLY	305-268719	09/17/2024	EMS: Maint	010-054-53105-245	144.99
<b>Vendor 02085 - EUREKA SUPPLY Total:</b>					<b>144.99</b>
<b>Vendor: 02738 - PILOT THOMAS LOGISTICS, LLC -FLEET</b>					
PILOT THOMAS LOGISTICS, LLC.. 313195		09/17/2024	Fuel	010-054-53105-130	112.81
<b>Vendor 02738 - PILOT THOMAS LOGISTICS, LLC -FLEET Total:</b>					<b>112.81</b>
<b>Vendor: 06788 - RAINES MARKET</b>					
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	010-054-53010-000	74.45
<b>Vendor 06788 - RAINES MARKET Total:</b>					<b>74.45</b>
<b>Department 054 - AMBULANCE Total:</b>					<b>1,052.03</b>
<b>Department: 070 - SWIM POOL</b>					
<b>Vendor: 11955 - AMERICAN RED CROSS: ATTN HEALTH &amp; SAFETY CTR</b>					
AMERICAN RED CROSS: ATTN ... 22711806		09/17/2024	Pool Training	010-070-53010-000	230.00
<b>Vendor 11955 - AMERICAN RED CROSS: ATTN HEALTH &amp; SAFETY CTR Total:</b>					<b>230.00</b>
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	0325 AUG24	09/11/2024	Amazon: Supplies	010-070-53010-000	296.72
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>296.72</b>
<b>Vendor: 07153 - RUBY MOUNTAIN NATURAL SPRING WATER</b>					
RUBY MOUNTAIN NATURAL S... 1080500		09/17/2024	SUPPLIES	010-070-53010-000	43.00
RUBY MOUNTAIN NATURAL S... 1082011		09/17/2024	Pool Water	010-070-53010-000	20.00
<b>Vendor 07153 - RUBY MOUNTAIN NATURAL SPRING WATER Total:</b>					<b>63.00</b>
<b>Department 070 - SWIM POOL Total:</b>					<b>589.72</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Department: 072 - SENIOR CENTER</b>					
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	0863 AUG24	09/11/2024	amazon	010-072-53672-000	58.67
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>58.67</b>
<b>Vendor: 02026 - eFAX CORPORATE</b>					
eFAX CORPORATE	5006038	09/17/2024	Fax	010-072-53360-360	20.99
<b>Vendor 02026 - eFAX CORPORATE Total:</b>					<b>20.99</b>
<b>Vendor: 12903 - GRP PAN, LLC</b>					
GRP PAN, LLC	Reimbursement 8/30/24	09/17/2024	paying electric transfer back	010-072-53672-326	1,991.34
<b>Vendor 12903 - GRP PAN, LLC Total:</b>					<b>1,991.34</b>
<b>Vendor: 01435 - KHOURYS FRESH MARKET CARLIN</b>					
KHOURYS FRESH MARKET CAR...8 AUG24		09/17/2024	supplies	010-072-53360-326	21.37
KHOURYS FRESH MARKET CAR...8 AUG24		09/17/2024	supplies	010-072-53672-326	59.44
<b>Vendor 01435 - KHOURYS FRESH MARKET CARLIN Total:</b>					<b>80.81</b>
<b>Vendor: 12493 - LICO, DEEJAYE</b>					
LICO, DEEJAYE	08/01/2024	09/17/2024	men senior trip	010-072-53360-370	18.00
LICO, DEEJAYE	08/05/2024	09/17/2024	senior appointment	010-072-53360-370	18.00
LICO, DEEJAYE	08/08/2024	09/17/2024	women senior trip	010-072-53360-370	18.00
LICO, DEEJAYE	08/27/2024	09/17/2024	senior appointment	010-072-53360-370	18.00
<b>Vendor 12493 - LICO, DEEJAYE Total:</b>					<b>72.00</b>
<b>Vendor: 02483 - MOYLE, SHANLEE</b>					
MOYLE, SHANLEE	09/11/2024	09/17/2024	senior tirp	010-072-53672-370	18.00
<b>Vendor 02483 - MOYLE, SHANLEE Total:</b>					<b>18.00</b>
<b>Vendor: 05695 - OFFICE PRODUCTS INC</b>					
OFFICE PRODUCTS INC	AR325111	09/17/2024	machine	010-072-53360-242	29.99
<b>Vendor 05695 - OFFICE PRODUCTS INC Total:</b>					<b>29.99</b>
<b>Vendor: 06725 - QUILL CORPORATION</b>					
QUILL CORPORATION	40251504	09/17/2024	office supplies	010-072-53360-000	22.38
QUILL CORPORATION	40252691	09/17/2024	Office Suppleis	010-072-53360-000	326.52
QUILL CORPORATION	40252691	09/17/2024	Office Suppleis	010-072-53672-000	588.25
<b>Vendor 06725 - QUILL CORPORATION Total:</b>					<b>937.15</b>
<b>Vendor: 06788 - RAINES MARKET</b>					
RAINES MARKET	4 AUG24	09/17/2024	supplies	010-072-53672-000	11.99
RAINES MARKET	4 AUG24	09/17/2024	supplies	010-072-53672-326	35.85
<b>Vendor 06788 - RAINES MARKET Total:</b>					<b>47.84</b>
<b>Vendor: 07590 - SYSCO INTERMOUNTAIN FOOD</b>					
SYSCO INTERMOUNTAIN FOOD	585956378	09/17/2024	supplies	010-072-53672-000	368.69
SYSCO INTERMOUNTAIN FOOD	585956378	09/17/2024	supplies	010-072-53672-326	1,988.05
SYSCO INTERMOUNTAIN FOOD	585956387	09/17/2024	supplies	010-072-53360-326	777.43
SYSCO INTERMOUNTAIN FOOD	585962527	09/17/2024	credit	010-072-53672-326	-63.90
SYSCO INTERMOUNTAIN FOOD	585971670	09/17/2024	supplies	010-072-53672-326	1,046.97
SYSCO INTERMOUNTAIN FOOD	585971680	09/17/2024	supplies	010-072-53360-326	720.69
<b>Vendor 07590 - SYSCO INTERMOUNTAIN FOOD Total:</b>					<b>4,837.93</b>
<b>Department 072 - SENIOR CENTER Total:</b>					<b>8,094.72</b>
<b>Department: 074 - PUBLIC PARKS</b>					
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	0467 AUG24	09/11/2024	Maint	010-074-53010-000	36.96
BANKCARD CENTER	0467 AUG24	09/11/2024	Maint	010-074-53010-170	130.00
BANKCARD CENTER	0467 AUG24	09/11/2024	Maint	010-074-53010-170	250.00
BANKCARD CENTER	9093 AUG24	09/11/2024	Supplies	010-074-53010-000	923.31
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>1,340.27</b>
<b>Vendor: 01312 - CRESCENT VALLEY WATER DPT</b>					
CRESCENT VALLEY WATER DPT	CVWATER-AUG24	09/17/2024	296 Park Restrooms	010-074-53010-311	39.24
CRESCENT VALLEY WATER DPT	CVWATER-AUG24	09/17/2024	26 CV Park	010-074-53010-311	1,246.33
CRESCENT VALLEY WATER DPT	CVWATER-AUG24	09/17/2024	14 CV Park	010-074-53010-311	1,288.33
<b>Vendor 01312 - CRESCENT VALLEY WATER DPT Total:</b>					<b>2,573.90</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: 02100 - EUREKA TOWN WATER</b>					
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	370 LWR BALLFIELD	010-074-53010-310	1,343.45
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	369 BALLFIELD	010-074-53010-310	963.35
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	371 TOWN PARK	010-074-53010-310	699.11
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	358 LWR BATHROOM	010-074-53010-310	43.91
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	376 BATHROOM	010-074-53010-310	304.31
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	368 FAIRGROUNDS	010-074-53010-310	184.85
<b>Vendor 02100 - EUREKA TOWN WATER Total:</b>					<b>3,538.98</b>
<b>Vendor: 11075 - NV ENERGY</b>					
NV ENERGY	3357185 AUG24	09/11/2024	CV Park - Outdoor Lights	010-074-53010-105	26.86
<b>Vendor 11075 - NV ENERGY Total:</b>					<b>26.86</b>
<b>Vendor: 06788 - RAINES MARKET</b>					
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	010-074-53010-000	26.48
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	010-074-53010-110	210.84
<b>Vendor 06788 - RAINES MARKET Total:</b>					<b>237.32</b>
<b>Department 074 - PUBLIC PARKS Total:</b>					<b>7,717.33</b>
<b>Department: 076 - LIBRARY</b>					
<b>Vendor: 11704 - AT&amp;T BOX 5025</b>					
AT&T BOX 5025	77523751390732 SEP24	09/11/2024	Phone	010-076-53010-360	135.78
<b>Vendor 11704 - AT&amp;T BOX 5025 Total:</b>					<b>135.78</b>
<b>Vendor: 10464 - AT&amp;T LONG DISTANCE</b>					
AT&T LONG DISTANCE	820285556-8 SEP24	09/11/2024	BEOAWWE LIBRARY/468-0249	010-076-53010-360	9.48
AT&T LONG DISTANCE	857750416-3 AUG24	09/11/2024	long distance phone	010-076-53010-360	2.58
<b>Vendor 10464 - AT&amp;T LONG DISTANCE Total:</b>					<b>12.06</b>
<b>Department 076 - LIBRARY Total:</b>					<b>147.84</b>
<b>Department: 086 - COUNTY OPERA HOUSE</b>					
<b>Vendor: 12561 - EVERYTHING ELKO LLC</b>					
EVERYTHING ELKO LLC	14319	09/17/2024	Marketing Romancing the We...	010-086-53010-244	579.89
<b>Vendor 12561 - EVERYTHING ELKO LLC Total:</b>					<b>579.89</b>
<b>Vendor: 02633 - GREGORY INSURANCE AGENCY</b>					
GREGORY INSURANCE AGENCY	3321	09/17/2024	INSURANCE	010-086-53010-170	140.00
<b>Vendor 02633 - GREGORY INSURANCE AGENCY Total:</b>					<b>140.00</b>
<b>Vendor: 08630 - VOGUE LINEN-UNIFORM RENT</b>					
VOGUE LINEN-UNIFORM RENT	3263087	09/17/2024	OPERA HOUSE CONVENTION ...	010-086-53010-062	99.57
<b>Vendor 08630 - VOGUE LINEN-UNIFORM RENT Total:</b>					<b>99.57</b>
<b>Department 086 - COUNTY OPERA HOUSE Total:</b>					<b>819.46</b>
<b>Department: 088 - NATURAL RESOURCES</b>					
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	3095 AUG24	09/11/2024	August travel to Carson on 7/...	010-088-53010-370	622.64
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>622.64</b>
<b>Vendor: 06788 - RAINES MARKET</b>					
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	010-088-53010-106	6.59
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	010-088-53010-300	19.99
<b>Vendor 06788 - RAINES MARKET Total:</b>					<b>26.58</b>
<b>Vendor: 07153 - RUBY MOUNTAIN NATURAL SPRING WATER</b>					
RUBY MOUNTAIN NATURAL S...	1080496	09/17/2024	Office Water	010-088-53010-300	15.16
<b>Vendor 07153 - RUBY MOUNTAIN NATURAL SPRING WATER Total:</b>					<b>15.16</b>
<b>Vendor: 09175 - XEROX CORPORATION</b>					
XEROX CORPORATION	022017672	09/17/2024	August 24- Meter Reading	010-088-53010-242	30.76
<b>Vendor 09175 - XEROX CORPORATION Total:</b>					<b>30.76</b>
<b>Department 088 - NATURAL RESOURCES Total:</b>					<b>695.14</b>
<b>Fund 010 - GENERAL FUND Total:</b>					<b>229,350.53</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 014 - RETIREE HLTH INS PREM FD</b>					
Department: 101 - RETIREE HLTH INS PREM					
Vendor: 07485 - NV PUBLIC EMPLOYEES' BENEFITS PROGRAM					
NV PUBLIC EMPLOYEES' BENEF..	737 SEP24	09/17/2024	Retiree Insurance	014-101-53010-169	1,354.73
<b>Vendor 07485 - NV PUBLIC EMPLOYEES' BENEFITS PROGRAM Total:</b>					<b>1,354.73</b>
<b>Department 101 - RETIREE HLTH INS PREM Total:</b>					<b>1,354.73</b>
<b>Fund 014 - RETIREE HLTH INS PREM FD Total:</b>					<b>1,354.73</b>
<b>Fund: 020 - ROAD FUND</b>					
Department: 106 - ROAD DEPT					
Vendor: 10464 - AT&T LONG DISTANCE					
AT&T LONG DISTANCE	820216791-3 SEP24	09/11/2024	CV SHOP/468-0215/468-1018	020-106-53010-360	3.79
<b>Vendor 10464 - AT&amp;T LONG DISTANCE Total:</b>					<b>3.79</b>
Vendor: 11629 - BANKCARD CENTER					
BANKCARD CENTER	0574 AUG24	09/11/2024	CV Fire: Repairs	020-106-53010-058	900.00
BANKCARD CENTER	0574 AUG24	09/11/2024	CV Fire: Repairs	020-106-53105-330	19.50
BANKCARD CENTER	4698 AUG24	09/11/2024	Good Sportsman Marketing: T...	020-106-53010-058	35.00
BANKCARD CENTER	9093 AUG24	09/11/2024	Supplies	020-106-53105-130	132.23
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>1,086.73</b>
Vendor: 00780 - BROWN BROTHERS WELDING					
BROWN BROTHERS WELDING	10189	09/17/2024	ROAD MAINT	020-106-53010-058	7,620.00
BROWN BROTHERS WELDING	10190	09/17/2024	ROAD MAINT	020-106-53010-058	12,815.00
BROWN BROTHERS WELDING	10191	09/17/2024	ROAD MAINT	020-106-53010-058	7,750.00
<b>Vendor 00780 - BROWN BROTHERS WELDING Total:</b>					<b>28,185.00</b>
Vendor: 00953 - CARLIN ACE HARDWARE					
CARLIN ACE HARDWARE	9070	09/17/2024	SUPPLIES	020-106-53105-390	46.76
<b>Vendor 00953 - CARLIN ACE HARDWARE Total:</b>					<b>46.76</b>
Vendor: 01005 - CASHMAN EQUIPMENT					
CASHMAN EQUIPMENT	INPS4091135	09/17/2024	MAINT/REPAIRS	020-106-53105-330	694.59
<b>Vendor 01005 - CASHMAN EQUIPMENT Total:</b>					<b>694.59</b>
Vendor: 02032 - CMC TIRE INC					
CMC TIRE INC	80022303	09/17/2024	TIRES	020-106-53105-358	3,020.25
<b>Vendor 02032 - CMC TIRE INC Total:</b>					<b>3,020.25</b>
Vendor: 01312 - CRESCENT VALLEY WATER DPT					
CRESCENT VALLEY WATER DPT	CVWATER-AUG24	09/17/2024	294 Beo Road Shop	020-106-53749-400	76.86
<b>Vendor 01312 - CRESCENT VALLEY WATER DPT Total:</b>					<b>76.86</b>
Vendor: 01531 - DEPT OF MOTOR VEHICLES					
DEPT OF MOTOR VEHICLES	16V1F2822S2368728	09/17/2024	TITLE FEES	020-106-53010-000	28.25
<b>Vendor 01531 - DEPT OF MOTOR VEHICLES Total:</b>					<b>28.25</b>
Vendor: 02085 - EUREKA SUPPLY					
EUREKA SUPPLY	305-268686	09/17/2024	Road: Maint	020-106-53105-330	11.48
EUREKA SUPPLY	305-268812	09/17/2024	Road: Maint	020-106-53105-330	224.97
EUREKA SUPPLY	305-268860	09/17/2024	Road: Maint	020-106-53105-330	188.55
EUREKA SUPPLY	305-268950	09/17/2024	Road: Maint	020-106-53105-330	171.51
EUREKA SUPPLY	305-269018	09/17/2024	Road: Maint	020-106-53105-330	50.97
EUREKA SUPPLY	305-269019	09/17/2024	Road: Maint	020-106-53105-330	14.49
<b>Vendor 02085 - EUREKA SUPPLY Total:</b>					<b>661.97</b>
Vendor: 02100 - EUREKA TOWN WATER					
EUREKA TOWN WATER	EUWATER-AUG24	09/17/2024	267 RD SHOP	020-106-53748-400	43.91
<b>Vendor 02100 - EUREKA TOWN WATER Total:</b>					<b>43.91</b>
Vendor: 01501 - GOLDEN WEST INDUSTRIES, INC					
GOLDEN WEST INDUSTRIES, I...	4557	09/17/2024	Mag Chloride	020-106-53410-015	7,910.00
GOLDEN WEST INDUSTRIES, I...	4557	09/17/2024	MAG-CHLORIDE	020-106-53410-015	35.89
<b>Vendor 01501 - GOLDEN WEST INDUSTRIES, INC Total:</b>					<b>7,945.89</b>

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<b>Vendor: 02574 - GRAINGER PARTS OPERATIONS</b>					
GRAINGER PARTS OPERATIONS	9231867186	09/17/2024	MAINT/REPAIRS	020-106-53105-330	15.96
<b>Vendor 02574 - GRAINGER PARTS OPERATIONS Total:</b>					<b>15.96</b>
<b>Vendor: 10247 - LARRY H MILLER CHEVROLET</b>					
LARRY H MILLER CHEVROLET	2578957	09/17/2024	County Carpool	020-106-53105-065	286.28
<b>Vendor 10247 - LARRY H MILLER CHEVROLET Total:</b>					<b>286.28</b>
<b>Vendor: 05820 - NAPA AUTO PARTS</b>					
NAPA AUTO PARTS	681453	09/17/2024	Jump Starter	020-106-53010-371	399.00
NAPA AUTO PARTS	681683	09/17/2024	Shop Supplies/Vehicle Maint	020-106-53010-372	173.20
NAPA AUTO PARTS	486341	09/17/2024	Glass Cleaner	020-106-53010-372	15.56
NAPA AUTO PARTS	685217	09/17/2024	Air Filter	020-106-53105-330	133.10
NAPA AUTO PARTS	685218	09/17/2024	Air Filter	020-106-53105-330	62.26
NAPA AUTO PARTS	685220	09/17/2024	Air Filter	020-106-53105-330	131.50
NAPA AUTO PARTS	685223	09/17/2024	Brake Parts	020-106-53105-330	81.36
<b>Vendor 05820 - NAPA AUTO PARTS Total:</b>					<b>995.98</b>
<b>Vendor: 05560 - NORCO</b>					
NORCO	41537642	09/17/2024	SHOP SUPPLIES	020-106-53010-372	28.83
NORCO	0041563387	09/17/2024	SHOP SUPPLIES	020-106-53010-371	605.58
<b>Vendor 05560 - NORCO Total:</b>					<b>634.41</b>
<b>Vendor: 05566 - NORTHERN TOOL &amp; EQUIPMENT</b>					
NORTHERN TOOL & EQUIPME...	53988622	09/17/2024	TRUCK	020-106-55010-000	1,405.38
NORTHERN TOOL & EQUIPME...	53991368	09/17/2024	FUEL TRANSFER TANK	020-106-55010-000	691.57
<b>Vendor 05566 - NORTHERN TOOL &amp; EQUIPMENT Total:</b>					<b>2,096.95</b>
<b>Vendor: 11075 - NV ENERGY</b>					
NV ENERGY	3358952 AUG24	09/11/2024	Beowawe Well	020-106-53749-105	66.97
NV ENERGY	5970997 AUG24	09/11/2024	CV Road Shop	020-106-53749-105	766.01
<b>Vendor 11075 - NV ENERGY Total:</b>					<b>832.98</b>
<b>Vendor: 11333 - PILOT THOMAS LOGISTICS, LLC</b>					
PILOT THOMAS LOGISTICS, LLC	0989143-IN	09/17/2024	FUEL	020-106-53105-130	5,060.46
PILOT THOMAS LOGISTICS, LLC	0989151-IN	09/17/2024	FUEL	020-106-53105-130	5,159.32
<b>Vendor 11333 - PILOT THOMAS LOGISTICS, LLC Total:</b>					<b>10,219.78</b>
<b>Vendor: 06788 - RAINES MARKET</b>					
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	020-106-53010-371	59.12
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	020-106-53010-372	33.95
<b>Vendor 06788 - RAINES MARKET Total:</b>					<b>93.07</b>
<b>Vendor: 07590 - SYSCO INTERMOUNTAIN FOOD</b>					
SYSCO INTERMOUNTAIN FOOD	585939812	09/17/2024	SUPPLIES	020-106-53010-000	303.50
<b>Vendor 07590 - SYSCO INTERMOUNTAIN FOOD Total:</b>					<b>303.50</b>
<b>Vendor: 08204 - UNITED RENTALS</b>					
UNITED RENTALS	238036557-001	09/17/2024	MAINT/REPAIRS	020-106-53105-330	176.89
<b>Vendor 08204 - UNITED RENTALS Total:</b>					<b>176.89</b>
<b>Department 106 - ROAD DEPT Total:</b>					<b>57,449.80</b>
<b>Fund 020 - ROAD FUND Total:</b>					<b>57,449.80</b>
<b>Fund: 035 - AGRICULTURAL DIST #15</b>					
<b>Department: 125 - FAIR BOARD DEPT.</b>					
<b>Vendor: 02776 - BUCHANAN, OLIVER</b>					
BUCHANAN, OLIVER	Branding 2024	09/17/2024	Team Branding Coed 5th	035-125-53010-817	110.00
<b>Vendor 02776 - BUCHANAN, OLIVER Total:</b>					<b>110.00</b>
<b>Vendor: 02783 - DRAPER, AMANDA</b>					
DRAPER, AMANDA	Branding 2024	09/17/2024	Co-Ed 2nd Place	035-125-53010-817	242.00
<b>Vendor 02783 - DRAPER, AMANDA Total:</b>					<b>242.00</b>
<b>Vendor: 02774 - MALOTTE, HADLEY</b>					
MALOTTE, HADLEY	Branding 2024	09/17/2024	Team Branding Coed 3rd	035-125-53010-817	198.00
<b>Vendor 02774 - MALOTTE, HADLEY Total:</b>					<b>198.00</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: 02772 - MALOTTE, MALIKEI</b>					
MALOTTE, MALIKEI	Branding 2024	09/17/2024	Team Branding Coed 2nd	035-125-53010-817	242.00
<b>Vendor 02772 - MALOTTE, MALIKEI Total:</b>					<b>242.00</b>
<b>Vendor: 02773 - MALOTTE, MONELL</b>					
MALOTTE, MONELL	Branding 2024	09/17/2024	Team Branding Coed 3rd	035-125-53010-817	198.00
<b>Vendor 02773 - MALOTTE, MONELL Total:</b>					<b>198.00</b>
<b>Vendor: 06788 - RAINES MARKET</b>					
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	035-125-53010-000	730.74
<b>Vendor 06788 - RAINES MARKET Total:</b>					<b>730.74</b>
<b>Vendor: 02770 - RHODES, ROSCO</b>					
RHODES, ROSCO	Branding 2024	09/17/2024	Mens 3rd Place	035-125-53010-817	189.00
<b>Vendor 02770 - RHODES, ROSCO Total:</b>					<b>189.00</b>
<b>Vendor: 02782 - SOLIS, BETO</b>					
SOLIS, BETO	Branding 2024	09/17/2024	Co-ED 2nd Place	035-125-53010-817	242.00
<b>Vendor 02782 - SOLIS, BETO Total:</b>					<b>242.00</b>
<b>Vendor: 07670 - TERRY'S PUMPIN &amp; POTTIES INC</b>					
TERRY'S PUMPIN & POTTIES I...	68260	09/17/2024	Fair Porta Toilets	035-125-53010-000	1,830.00
<b>Vendor 07670 - TERRY'S PUMPIN &amp; POTTIES INC Total:</b>					<b>1,830.00</b>
<b>Vendor: 09175 - XEROX CORPORATION</b>					
XEROX CORPORATION	022017667	09/17/2024	Meter Reading: 6TB-441680	035-125-53010-823	15.60
<b>Vendor 09175 - XEROX CORPORATION Total:</b>					<b>15.60</b>
<b>Department 125 - FAIR BOARD DEPT. Total:</b>					<b>3,997.34</b>
<b>Fund 035 - AGRICULTURAL DIST #15 Total:</b>					<b>3,997.34</b>
<b>Fund: 042 - CAPITAL PROJECTS FUND</b>					
<b>Department: 140 - CAPITAL PROJECTS DEPT</b>					
<b>Vendor: 01575 - SYBER NETWORKS LLC</b>					
SYBER NETWORKS LLC	1366	09/17/2024	ES CHAT SUPPORT & TESTING	042-140-55010-094	596.00
<b>Vendor 01575 - SYBER NETWORKS LLC Total:</b>					<b>596.00</b>
<b>Vendor: 02778 - YOUNG TRUCK AND TRAILER CENTER, LLC</b>					
YOUNG TRUCK AND TRAILER ...	7V0W12425SU422344	09/17/2024	2025 Wells Cargo Trailer	042-140-55010-092	22,870.80
YOUNG TRUCK AND TRAILER ...	7V0W12427RU415048	09/17/2024	2025 Wells Cargo 8524T3 Trai...	042-140-55010-092	11,469.80
<b>Vendor 02778 - YOUNG TRUCK AND TRAILER CENTER, LLC Total:</b>					<b>34,340.60</b>
<b>Department 140 - CAPITAL PROJECTS DEPT Total:</b>					<b>34,936.60</b>
<b>Fund 042 - CAPITAL PROJECTS FUND Total:</b>					<b>34,936.60</b>
<b>Fund: 044 - TOWN OF EUREKA FUND</b>					
<b>Department: 151 - EUREKA TOWN FIRE</b>					
<b>Vendor: 06788 - RAINES MARKET</b>					
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	044-151-53010-000	116.92
<b>Vendor 06788 - RAINES MARKET Total:</b>					<b>116.92</b>
<b>Department 151 - EUREKA TOWN FIRE Total:</b>					<b>116.92</b>
<b>Fund 044 - TOWN OF EUREKA FUND Total:</b>					<b>116.92</b>
<b>Fund: 045 - EUREKA WTR/SWR UTLTY FD</b>					
<b>Department: 177 - EUREKA WATER DEPT</b>					
<b>Vendor: 11704 - AT&amp;T BOX 5025</b>					
AT&T BOX 5025	77523751547265 SEPT24	09/11/2024	TELEMETRY	045-177-53010-360	390.23
<b>Vendor 11704 - AT&amp;T BOX 5025 Total:</b>					<b>390.23</b>
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	0325 AUG24	09/11/2024	Amazon: Supplies	045-177-53010-000	41.90
BANKCARD CENTER	2394 AUG24	09/11/2024	Travel/Sprinkler Parts	045-177-53105-130	86.02
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>127.92</b>
<b>Vendor: 01005 - CASHMAN EQUIPMENT</b>					
CASHMAN EQUIPMENT	EMPS6493631	09/17/2024	REPAIRS/MAINT	045-177-53105-330	770.02
<b>Vendor 01005 - CASHMAN EQUIPMENT Total:</b>					<b>770.02</b>



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<b>Vendor: 02574 - GRAINGER PARTS OPERATIONS</b>					
GRAINGER PARTS OPERATIONS	9233164541	09/17/2024	MAINT/REPAIRS	045-177-53010-000	70.24
<b>Vendor 02574 - GRAINGER PARTS OPERATIONS Total:</b>					<b>70.24</b>
<b>Vendor: 05820 - NAPA AUTO PARTS</b>					
NAPA AUTO PARTS	681568	09/17/2024	Batteries	045-177-53105-330	345.18
<b>Vendor 05820 - NAPA AUTO PARTS Total:</b>					<b>345.18</b>
<b>Vendor: 11902 - PARSONS DRILLING INC</b>					
PARSONS DRILLING INC	114143C	09/17/2024	WELL 2 REHAB	045-177-55010-000	130,019.86
<b>Vendor 11902 - PARSONS DRILLING INC Total:</b>					<b>130,019.86</b>
<b>Vendor: 07329 - SGS SILVER STATE ANALYTICAL LABORATORIES</b>					
SGS SILVER STATE ANALYTICAL.. RN319362		09/17/2024	WATER TESTING	045-177-53010-405	132.00
SGS SILVER STATE ANALYTICAL.. RN319398		09/17/2024	WATER TESTING	045-177-53010-405	463.00
SGS SILVER STATE ANALYTICAL.. RN319422		09/17/2024	WATER TESTING	045-177-53010-405	302.00
SGS SILVER STATE ANALYTICAL.. RN319590		09/17/2024	WATER TESTING	045-177-53010-405	1,265.00
SGS SILVER STATE ANALYTICAL.. RN319592		09/17/2024	WATER TESTING	045-177-53010-405	661.00
<b>Vendor 07329 - SGS SILVER STATE ANALYTICAL LABORATORIES Total:</b>					<b>2,823.00</b>
<b>Vendor: 09175 - XEROX CORPORATION</b>					
XEROX CORPORATION	022017667	09/17/2024	Meter Reading: 6TB-441680	045-177-53010-000	30.80
<b>Vendor 09175 - XEROX CORPORATION Total:</b>					<b>30.80</b>
<b>Department 177 - EUREKA WATER DEPT Total:</b>					<b>134,577.25</b>
<b>Fund 045 - EUREKA WTR/SWR UTLTY FD Total:</b>					<b>134,577.25</b>
<b>Fund: 046 - CRESCENT VALLEY TOWN</b>					
<b>Department: 190 - CV TOWN BOARD</b>					
<b>Vendor: 02026 - eFAX CORPORATE</b>					
eFAX CORPORATE	5006038	09/17/2024	Fax	046-190-53010-360	20.99
<b>Vendor 02026 - eFAX CORPORATE Total:</b>					<b>20.99</b>
<b>Department 190 - CV TOWN BOARD Total:</b>					<b>20.99</b>
<b>Department: 194 - FIRE DEPT</b>					
<b>Vendor: 11629 - BANKCARD CENTER</b>					
BANKCARD CENTER	0574 AUG24	09/11/2024	CV Fire: Repairs	046-194-53010-000	7.36
BANKCARD CENTER	0574 AUG24	09/11/2024	CV Fire: Repairs	046-194-53105-330	435.00
<b>Vendor 11629 - BANKCARD CENTER Total:</b>					<b>442.36</b>
<b>Department 194 - FIRE DEPT Total:</b>					<b>442.36</b>
<b>Department: 196 - CV STREET MAINTENANCE</b>					
<b>Vendor: 11075 - NV ENERGY</b>					
NV ENERGY	4647839 AUG24	09/11/2024	Street Lights	046-196-53010-105	284.26
NV ENERGY	5320298 AUG24	09/11/2024	Street Lights	046-196-53010-105	50.62
<b>Vendor 11075 - NV ENERGY Total:</b>					<b>334.88</b>
<b>Department 196 - CV STREET MAINTENANCE Total:</b>					<b>334.88</b>
<b>Fund 046 - CRESCENT VALLEY TOWN Total:</b>					<b>798.23</b>
<b>Fund: 048 - CV WATER UTILITY FUND</b>					
<b>Department: 209 - CV WATER DEPT</b>					
<b>Vendor: 10464 - AT&amp;T LONG DISTANCE</b>					
AT&T LONG DISTANCE	858908248-8 SEP24	09/11/2024	CV WATER TELEM/468-1063	048-209-53010-360	0.69
<b>Vendor 10464 - AT&amp;T LONG DISTANCE Total:</b>					<b>0.69</b>
<b>Vendor: 11075 - NV ENERGY</b>					
NV ENERGY	3345313 AUG24	09/11/2024	Well Backup	048-209-53010-105	508.29
NV ENERGY	3358837 AUG24	09/11/2024	CV Water	048-209-53010-105	934.68
NV ENERGY	3363639 AUG24	09/11/2024	CV Water - McDaniel Street P...	048-209-53010-105	70.84
<b>Vendor 11075 - NV ENERGY Total:</b>					<b>1,513.81</b>
<b>Vendor: 07329 - SGS SILVER STATE ANALYTICAL LABORATORIES</b>					
SGS SILVER STATE ANALYTICAL.. RN319601		09/17/2024	WATER TESTING	048-209-53010-405	505.00
<b>Vendor 07329 - SGS SILVER STATE ANALYTICAL LABORATORIES Total:</b>					<b>505.00</b>

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<b>Vendor: 09175 - XEROX CORPORATION</b>					
XEROX CORPORATION	022017667	09/17/2024	Meter Reading: 6TB-441680	048-209-53010-000	10.00
				<b>Vendor 09175 - XEROX CORPORATION Total:</b>	<b>10.00</b>
				<b>Department 209 - CV WATER DEPT Total:</b>	<b>2,029.50</b>
				<b>Fund 048 - CV WATER UTILITY FUND Total:</b>	<b>2,029.50</b>
<b>Fund: 050 - EUREKA CO TV DISTRICT</b>					
<b>Department: 215 - MARYS MOUNTAIN</b>					
<b>Vendor: 01560 - COUNTY OF HUMBOLDT</b>					
COUNTY OF HUMBOLDT	0066	09/17/2024	Fiber Connection August 2024	050-215-53010-058	823.04
				<b>Vendor 01560 - COUNTY OF HUMBOLDT Total:</b>	<b>823.04</b>
				<b>Department 215 - MARYS MOUNTAIN Total:</b>	<b>823.04</b>
<b>Department: 217 - ARGENTA RIDGE</b>					
<b>Vendor: 11075 - NV ENERGY</b>					
NV ENERGY	5115478 AUG24	09/11/2024	TV Dist - Argenta	050-217-53010-105	522.83
				<b>Vendor 11075 - NV ENERGY Total:</b>	<b>522.83</b>
				<b>Department 217 - ARGENTA RIDGE Total:</b>	<b>522.83</b>
				<b>Fund 050 - EUREKA CO TV DISTRICT Total:</b>	<b>1,345.87</b>
<b>Fund: 060 - DIAMOND VALLEY WEED DIST</b>					
<b>Department: 218 - WEED DIST DEPT</b>					
<b>Vendor: 02085 - EUREKA SUPPLY</b>					
EUREKA SUPPLY	305-268627	09/17/2024	Weed District	060-218-53010-000	10.49
EUREKA SUPPLY	305-268687	09/17/2024	Weed District	060-218-53010-000	6.99
				<b>Vendor 02085 - EUREKA SUPPLY Total:</b>	<b>17.48</b>
<b>Vendor: 02323 - FLOYD LILLY COMPANY</b>					
FLOYD LILLY COMPANY	331995	09/17/2024	Spray tank re-placement lids	060-218-53010-000	83.37
				<b>Vendor 02323 - FLOYD LILLY COMPANY Total:</b>	<b>83.37</b>
<b>Vendor: 06788 - RAINES MARKET</b>					
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	060-218-53010-000	178.73
				<b>Vendor 06788 - RAINES MARKET Total:</b>	<b>178.73</b>
<b>Vendor: 08879 - WESTERN NV SUPPLY CO</b>					
WESTERN NV SUPPLY CO	11414892	09/17/2024	Spray system supplies	060-218-53010-000	65.04
				<b>Vendor 08879 - WESTERN NV SUPPLY CO Total:</b>	<b>65.04</b>
				<b>Department 218 - WEED DIST DEPT Total:</b>	<b>344.62</b>
				<b>Fund 060 - DIAMOND VALLEY WEED DIST Total:</b>	<b>344.62</b>
<b>Fund: 120 - DEVIL'S GATE WATER DIST</b>					
<b>Department: 245 - DEVIL'S GATE WATER DEPT</b>					
<b>Vendor: 06788 - RAINES MARKET</b>					
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	120-245-53010-330	16.96
				<b>Vendor 06788 - RAINES MARKET Total:</b>	<b>16.96</b>
<b>Vendor: 07329 - SGS SILVER STATE ANALYTICAL LABORATORIES</b>					
SGS SILVER STATE ANALYTICAL.. RN319591		09/17/2024	WATER TESTING	120-245-53010-405	903.00
				<b>Vendor 07329 - SGS SILVER STATE ANALYTICAL LABORATORIES Total:</b>	<b>903.00</b>
<b>Vendor: 08879 - WESTERN NV SUPPLY CO</b>					
WESTERN NV SUPPLY CO	21428125	09/17/2024	SUPPLIES	120-245-53010-000	415.14
				<b>Vendor 08879 - WESTERN NV SUPPLY CO Total:</b>	<b>415.14</b>
<b>Vendor: 09175 - XEROX CORPORATION</b>					
XEROX CORPORATION	022017667	09/17/2024	Meter Reading: 6TB-441680	120-245-53010-000	13.04
				<b>Vendor 09175 - XEROX CORPORATION Total:</b>	<b>13.04</b>
				<b>Department 245 - DEVIL'S GATE WATER DEPT Total:</b>	<b>1,348.14</b>
				<b>Fund 120 - DEVIL'S GATE WATER DIST Total:</b>	<b>1,348.14</b>

Commissioner Approval Report

Payment Dates: 9/4/2024 - 9/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
<b>Fund: 125 - WATER MITIGATION FUND</b>						
Department: 247 - WATER MITIGATION DEPT						
Vendor: 04680 - LUMOS & ASSOCIATES						
LUMOS & ASSOCIATES	124065	09/17/2024	Kobeh Valley Schematic Design	125-247-55010-357	79,155.00	
					<b>Vendor 04680 - LUMOS &amp; ASSOCIATES Total:</b>	<b>79,155.00</b>
Vendor: 06788 - RAINES MARKET						
RAINES MARKET	1 AUG24	09/17/2024	Raines Market Supplies	125-247-55010-742	33.97	
					<b>Vendor 06788 - RAINES MARKET Total:</b>	<b>33.97</b>
					<b>Department 247 - WATER MITIGATION DEPT Total:</b>	<b>79,188.97</b>
					<b>Fund 125 - WATER MITIGATION FUND Total:</b>	<b>79,188.97</b>
<b>Fund: 160 - DEPT OF MINERAL RESOURCE</b>						
Department: 255 - MIN RES DEPT						
Vendor: 05503 - NV DIV OF MINERALS						
NV DIV OF MINERALS	August 2024 1057	09/17/2024	Mining Claims	160-255-53010-349	10,570.00	
					<b>Vendor 05503 - NV DIV OF MINERALS Total:</b>	<b>10,570.00</b>
					<b>Department 255 - MIN RES DEPT Total:</b>	<b>10,570.00</b>
					<b>Fund 160 - DEPT OF MINERAL RESOURCE Total:</b>	<b>10,570.00</b>
<b>Fund: 175 - EUREKA CO INDIGENT FUND</b>						
Department: 270 - COUNTY INDIGENT DEPT						
Vendor: 07476 - NV DIV OF HEALTH CARE FINANCING & POLICY						
NV DIV OF HEALTH CARE FIN...	EU-2501	09/17/2024	county match	175-270-53010-048	1,639.70	
					<b>Vendor 07476 - NV DIV OF HEALTH CARE FINANCING &amp; POLICY Total:</b>	<b>1,639.70</b>
					<b>Department 270 - COUNTY INDIGENT DEPT Total:</b>	<b>1,639.70</b>
					<b>Fund 175 - EUREKA CO INDIGENT FUND Total:</b>	<b>1,639.70</b>
<b>Fund: 190 - LANDFILL FUND</b>						
Department: 273 - LANDFILL PROJECT						
Vendor: 12032 - ATLAS TOWING SERVICE, INC						
ATLAS TOWING SERVICE, INC	B5949	09/17/2024	TRASH HAULING	190-273-53010-058	1,430.00	
					<b>Vendor 12032 - ATLAS TOWING SERVICE, INC Total:</b>	<b>1,430.00</b>
Vendor: 11629 - BANKCARD CENTER						
BANKCARD CENTER	0325 AUG24	09/11/2024	Amazon: Supplies	190-273-53010-000	188.16	
					<b>Vendor 11629 - BANKCARD CENTER Total:</b>	<b>188.16</b>
Vendor: 12996 - HUNT & SONS, INC						
HUNT & SONS, INC	568249	09/17/2024	FUEL	190-273-53105-130	1,599.00	
					<b>Vendor 12996 - HUNT &amp; SONS, INC Total:</b>	<b>1,599.00</b>
Vendor: 05820 - NAPA AUTO PARTS						
NAPA AUTO PARTS	685222	09/17/2024	Wind Sheild Wash	190-273-53105-330	171.74	
					<b>Vendor 05820 - NAPA AUTO PARTS Total:</b>	<b>171.74</b>
Vendor: 06725 - QUILL CORPORATION						
QUILL CORPORATION	40180531	09/17/2024	Landfill Supplies	190-273-53010-000	156.98	
					<b>Vendor 06725 - QUILL CORPORATION Total:</b>	<b>156.98</b>
Vendor: 12667 - REDI SERVICES LLC						
REDI SERVICES LLC	218522	09/17/2024	MAINT	190-273-53010-058	320.00	
					<b>Vendor 12667 - REDI SERVICES LLC Total:</b>	<b>320.00</b>
					<b>Department 273 - LANDFILL PROJECT Total:</b>	<b>3,865.88</b>
					<b>Fund 190 - LANDFILL FUND Total:</b>	<b>3,865.88</b>
<b>Fund: 250 - STATE OF NEVADA</b>						
Department: 280 - PAYMENT TO ST OF NEVADA						
Vendor: 07468 - NV DEPT OF TAXATION						
NV DEPT OF TAXATION	ROOMTAXJULY24	09/11/2024	ROOM TAX JULY 2024	250-280-53010-000	761.19	
					<b>Vendor 07468 - NV DEPT OF TAXATION Total:</b>	<b>761.19</b>
Vendor: 05548 - NV STATE CONTROLLER						
NV STATE CONTROLLER	August 2024	09/11/2024	JP BAIL BOND FEES	250-280-53010-000	25.00	
NV STATE CONTROLLER	August 2024	09/11/2024	MONTHLY RECORDER .10	250-280-53010-000	346.60	

Commissioner Approval Report

Payment Dates: 9/4/2024 - 9/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NV STATE CONTROLLER	August 2024	09/11/2024	MONTHLY RECORDER .55	250-280-53010-000	1,906.30
NV STATE CONTROLLER	August 2024	09/11/2024	MONTHLY JC FINES	250-280-53010-000	2,286.59
NV STATE CONTROLLER	August 2024	09/11/2024	MONTHLYJP AA FEES	250-280-53010-000	2,677.00
NV STATE CONTROLLER	August 2024	09/11/2024	CLRK CERT COPIES	250-280-53010-000	10.00
NV STATE CONTROLLER	August 2024	09/11/2024	MONTHLY RECORDER 1.30	250-280-53010-000	4,460.75
NV STATE CONTROLLER	August 2024	09/11/2024	JP MARRIAGE	250-280-53010-000	5.00
NV STATE CONTROLLER	August 2024	09/11/2024	MONTHLY RECORDER FOSTER...	250-280-53010-000	79.00
NV STATE CONTROLLER	August 2024	09/11/2024	CLRK DOM VIOLENCE	250-280-53010-000	100.00
<b>Vendor 05548 - NV STATE CONTROLLER Total:</b>					<b>11,896.24</b>

Vendor: 10837 - WASHOE COUNTY SHERIFF'S OFFICE - CRIME LAB BILLING

WASHOE COUNTY SHERIFF'S ... JUSTICECRTGEN	09/11/2024	JUSTICE COURT AUG 24 GEN ...	250-280-53010-000	117.00
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**Vendor 10837 - WASHOE COUNTY SHERIFF'S OFFICE - CRIME LAB BILLING Total: 117.00**

**Department 280 - PAYMENT TO ST OF NEVADA Total: 12,774.43**

**Fund 250 - STATE OF NEVADA Total: 12,774.43**

Fund: 320 - SCHOOL GENERAL FUND

Department: 286 - EUREKA COUNTY SCHOOL DISTRICT

Vendor: 05548 - NV STATE CONTROLLER

NV STATE CONTROLLER	AUG24 PERSONAL	09/11/2024	AUG 24 PERSONAL PROPERTY	320-286-59014-000	243.49
NV STATE CONTROLLER	AUG24FRANCHISE	09/11/2024	AUG 24 FRANCHISE FEE	320-286-59014-000	142.07
NV STATE CONTROLLER	REALPROPAUG24	09/11/2024	REAL PROPERTY AUG 2024	320-286-59014-000	1,317,439.61

**Vendor 05548 - NV STATE CONTROLLER Total: 1,317,825.17**

**Department 286 - EUREKA COUNTY SCHOOL DISTRICT Total: 1,317,825.17**

**Fund 320 - SCHOOL GENERAL FUND Total: 1,317,825.17**

**Grand Total: 1,893,513.68**

# Report Summary

## Fund Summary

Fund	Payment Amount
010 - GENERAL FUND	229,350.53
014 - RETIREE HLTH INS PREM FD	1,354.73
020 - ROAD FUND	57,449.80
035 - AGRICULTURAL DIST #15	3,997.34
042 - CAPITAL PROJECTS FUND	34,936.60
044 - TOWN OF EUREKA FUND	116.92
045 - EUREKA WTR/SWR UTLTY FD	134,577.25
046 - CRESCENT VALLEY TOWN	798.23
048 - CV WATER UTILITY FUND	2,029.50
050 - EUREKA CO TV DISTRICT	1,345.87
060 - DIAMOND VALLEY WEED DIST	344.62
120 - DEVIL'S GATE WATER DIST	1,348.14
125 - WATER MITIGATION FUND	79,188.97
160 - DEPT OF MINERAL RESOURCE	10,570.00
175 - EUREKA CO INDIGENT FUND	1,639.70
190 - LANDFILL FUND	3,865.88
250 - STATE OF NEVADA	12,774.43
320 - SCHOOL GENERAL FUND	1,317,825.17
<b>Grand Total:</b>	<b>1,893,513.68</b>

## Account Summary

Account Number	Account Name	Payment Amount
010-001-53010-000	SERVICES AND SUPPLIES	299.29
010-001-53010-252	MEETING EXPENSES	160.13
010-001-53010-370	TRAVEL/TRAINING	179.56
010-001-53010-387	UNION LEGAL FEES	775.00
010-001-53010-389	MISC LEGAL FEES	896.18
010-002-36024-000	PROPERTY TAX OVERPA...	179.54
010-002-53010-000	SERVICES AND SUPPLIES	173.46
010-002-53010-360	TELEPHONE/FAX	20.99
010-003-53010-000	SERVICES AND SUPPLIES	3,289.45
010-003-53010-242	MACHINE MAINTENANCE	65.25
010-003-53010-360	TELEPHONE/FAX	20.99
010-004-53010-300	OFFICE SUPPLIES	633.00
010-004-53010-360	TELEPHONE/FAX	20.99
010-004-53010-370	TRAVEL/TRAINING	773.00
010-006-53010-000	SERVICES AND SUPPLIES	294.51
010-006-53010-112	DATA SOFTWARE CONTR...	98.94
010-006-53010-300	OFFICE SUPPLIES	84.98
010-006-53010-313	PERSONNEL SUPPORT	761.50
010-006-53010-360	TELEPHONE/FAX	20.99
010-006-53010-370	TRAVEL/TRAINING	1,111.47
010-010-53010-318	POSTAGE	472.07
010-011-53010-242	MACHINE MAINTENANCE	24.98
010-011-53010-300	OFFICE SUPPLIES	54.49
010-011-53010-360	TELEPHONE/FAX	20.99
010-011-53010-370	TRAVEL/TRAINING	169.42
010-012-53010-165	INDEPENDENT AUDITORS	24,196.01
010-015-53010-000	SERVICES AND SUPPLIES	177.33
010-015-53010-245	MAINTENANCE	209.85
010-015-53710-058	CONTRACT SERVICES	886.70
010-015-53710-195	JANITORIAL SUPPLIES	146.48
010-015-53710-360	TELEPHONE/FAX	210.13
010-015-53710-400	WATER	133.84
010-015-53715-058	CONTRACT SERVICES	165.12
010-015-53715-160	HEATING FUEL/PROPANE	71.28
010-015-53715-195	JANITORIAL SUPPLIES	42.94

**Account Summary**

Account Number	Account Name	Payment Amount
010-015-53715-400	WATER	117.04
010-015-53718-058	CONTRACT SERVICES	108.22
010-015-53718-360	TELEPHONE/FAX	375.78
010-015-53718-400	WATER	138.04
010-015-53719-105	ELECTRICITY	144.35
010-015-53719-400	WATER	85.44
010-015-53720-105	ELECTRICITY	45.90
010-015-53720-195	JANITORIAL SUPPLIES	38.27
010-015-53721-105	ELECTRICITY	144.16
010-015-53721-400	WATER	53.53
010-015-53722-105	ELECTRICITY	592.46
010-015-53722-330	REPAIRS/MAINT	227.41
010-015-53722-400	WATER	135.84
010-015-53723-105	ELECTRICITY	410.92
010-015-53723-400	WATER	129.54
010-015-53724-105	ELECTRICITY	640.76
010-015-53724-400	WATER	64.44
010-015-53729-330	REPAIRS/MAINT	30.17
010-015-53729-400	WATER	86.15
010-015-53730-195	JANITORIAL SUPPLIES	13.24
010-015-53730-400	WATER	117.04
010-015-53740-058	CONTRACT SERVICES	970.93
010-015-53740-330	REPAIRS/MAINT	262.47
010-015-53740-400	WATER	127.54
010-015-53745-400	WATER	43.91
010-015-53750-330	REPAIRS/MAINT	5.18
010-015-53750-400	WATER	316.54
010-015-53751-400	WATER	184.85
010-015-53761-105	ELECTRICITY	41.61
010-015-53762-195	JANITORIAL SUPPLIES	13.25
010-015-53762-400	WATER	50.21
010-015-53764-105	ELECTRICITY	67.25
010-015-53764-160	HEATING FUEL/PROPANE	421.89
010-015-53765-105	ELECTRICITY	257.45
010-015-53765-400	WATER	76.86
010-015-53766-330	REPAIRS/MAINT	59.95
010-015-53767-105	ELECTRICITY	41.93
010-015-53768-058	CONTRACT SERVICES	320.00
010-015-53768-105	ELECTRICITY	45.00
010-015-53769-400	WATER	43.91
010-015-53770-105	ELECTRICITY	154.83
010-015-53770-400	WATER	76.86
010-015-53771-330	REPAIRS/MAINT	398.83
010-016-53010-000	SERVICES AND SUPPLIES	25.24
010-017-53010-252	MEETING EXPENSES	97.82
010-018-53010-000	SERVICES AND SUPPLIES	2,464.81
010-018-53010-058	CONTRACT SERVICES	14,750.00
010-018-53010-224	CIRCUIT/BROADBAND	1,646.04
010-018-53010-360	TELEPHONE/FAX	20.99
010-018-53010-370	TRAVEL/TRAINING	502.22
010-022-53010-000	SERVICES AND SUPPLIES	170.00
010-022-53010-098	PACE COALITION	100.00
010-022-53010-200	JUV PROB RECREATION ...	499.58
010-022-53010-360	TELEPHONE/FAX	20.99
010-022-53105-130	FUEL	53.58
010-024-53010-000	SERVICES AND SUPPLIES	55.89
010-024-53010-176	INVESTIGATIONS	2,200.00
010-024-53010-242	MACHINE MAINTENANCE	100.97

**Account Summary**

Account Number	Account Name	Payment Amount
010-024-53010-360	TELEPHONE/FAX	20.99
010-024-53010-370	TRAVEL/TRAINING	100.00
010-026-53010-193	INDIGENT LEGAL AIDE	10,000.00
010-026-53010-300	OFFICE SUPPLIES	55.79
010-026-53010-324	PUB DEFEND WKEND ST...	2,250.00
010-028-53010-000	SERVICES AND SUPPLIES	1,260.00
010-028-53010-070	COURT EXPENSES	49.00
010-028-53010-072	COURT OFFICER EXPENSE	700.42
010-028-53010-360	TELEPHONE/FAX	20.99
010-028-53010-370	TRAVEL/TRAINING	1,739.00
010-032-53010-000	SERVICES AND SUPPLIES	990.61
010-034-33075-000	SHERIFF JAIL MISC	5,196.98
010-034-53010-000	SERVICES AND SUPPLIES	387.52
010-034-53010-010	RANGE EXPENSE	25.95
010-034-53010-035	BACKGROUND INVESTIG...	201.25
010-034-53010-044	COMMUNICATION SUP/...	4,801.02
010-034-53010-078	SEARCH & RESCUE	100.00
010-034-53010-082	PUBLIC RELATIONS	255.40
010-034-53010-176	INVESTIGATIONS	3,620.98
010-034-53010-242	MACHINE MAINTENANCE	28,980.94
010-034-53010-256	MISCELLANEOUS	367.33
010-034-53010-263	JAIL SERVICES	61.08
010-034-53010-300	OFFICE SUPPLIES	416.07
010-034-53010-360	TELEPHONE/FAX	2,524.16
010-034-53010-361	911 LINE CHARGES	1,503.46
010-034-53010-370	TRAVEL/TRAINING	6,484.69
010-034-53010-380	UNIFORMS	2,372.42
010-034-53105-130	FUEL	1,481.67
010-034-53105-245	MAINTENANCE	1,986.16
010-040-53010-000	SERVICES AND SUPPLIES	3,263.76
010-040-53010-058	CONTRACT SERVICES	2,023.63
010-042-53010-000	SERVICES AND SUPPLIES	2,722.53
010-042-53010-058	CONTRACT SERVICES	2,531.63
010-042-53010-242	MACHINE MAINTENANCE	215.22
010-042-53010-300	OFFICE SUPPLIES	1,523.72
010-042-53010-360	TELEPHONE/FAX	20.99
010-052-53010-058	CONTRACT SERVICES	52,750.00
010-054-53010-000	SERVICES AND SUPPLIES	102.44
010-054-53010-360	TELEPHONE/FAX	20.99
010-054-53010-370	TRAVEL/TRAINING	340.80
010-054-53105-130	FUEL	112.81
010-054-53105-245	MAINTENANCE	474.99
010-070-53010-000	SERVICES AND SUPPLIES	589.72
010-072-53360-000	C V SENIOR CENTER SERV..	348.90
010-072-53360-242	MACHINE MAINTENANCE	29.99
010-072-53360-326	RAW FOOD	1,519.49
010-072-53360-360	TELEPHONE/FAX	20.99
010-072-53360-370	TRAVEL/TRAINING	72.00
010-072-53672-000	EUREKA CENTER SERVICE..	1,027.60
010-072-53672-326	RAW FOOD	5,057.75
010-072-53672-370	TRAVEL/TRAINING	18.00
010-074-53010-000	SERVICES AND SUPPLIES	986.75
010-074-53010-105	ELECTRICITY	26.86
010-074-53010-110	FAIRGROUNDS REPAIR	210.84
010-074-53010-170	INSURANCE	380.00
010-074-53010-310	EU PARKS & GROUNDS ...	3,538.98
010-074-53010-311	CV PARKS & GROUNDS R...	2,573.90
010-076-53010-360	TELEPHONE/FAX	147.84

**Account Summary**

Account Number	Account Name	Payment Amount
010-086-53010-062	CONVENTION SUPPLIES	99.57
010-086-53010-170	INSURANCE	140.00
010-086-53010-244	MARKETING	579.89
010-088-53010-106	FIREWISE PROGRAM	6.59
010-088-53010-242	MACHINE MAINTENANCE	30.76
010-088-53010-300	OFFICE SUPPLIES	35.15
010-088-53010-370	TRAVEL/TRAINING	622.64
014-101-53010-169	RETIREE HEALTH INS CO...	1,354.73
020-106-53010-000	SERVICES AND SUPPLIES	331.75
020-106-53010-058	CONTRACT SERVICES	29,120.00
020-106-53010-360	TELEPHONE/FAX	3.79
020-106-53010-371	SHOP TOOLS	1,063.70
020-106-53010-372	SHOP SUPPLIES	251.54
020-106-53105-065	COUNTY CAR POOL	286.28
020-106-53105-130	FUEL	10,352.01
020-106-53105-330	REPAIRS/MAINT	1,977.13
020-106-53105-358	TIRES	3,020.25
020-106-53105-390	VEHICLE SUPPLIES	46.76
020-106-53410-015	ASPHALT/GRAVEL/CULV...	7,945.89
020-106-53748-400	WATER	43.91
020-106-53749-105	ELECTRICITY	832.98
020-106-53749-400	WATER	76.86
020-106-55010-000	CAPITAL OUTLAY	2,096.95
035-125-53010-000	SERVICES AND SUPPLIES	2,560.74
035-125-53010-817	TEAMBRANDING	1,421.00
035-125-53010-823	FAIR PREMIUM BOOK	15.60
042-140-55010-092	CAPITAL OUTLAY SHERIF...	34,340.60
042-140-55010-094	CAPITAL OUTLAY RADIO ...	596.00
044-151-53010-000	SERVICES AND SUPPLIES	116.92
045-177-53010-000	SERVICES AND SUPPLIES	142.94
045-177-53010-360	TELEPHONE/FAX	390.23
045-177-53010-405	WATER TESTING/PERMI...	2,823.00
045-177-53105-130	FUEL	86.02
045-177-53105-330	REPAIRS/MAINT	1,115.20
045-177-55010-000	CAPITAL OUTLAY	130,019.86
046-190-53010-360	TELEPHONE/FAX	20.99
046-194-53010-000	SERVICES AND SUPPLIES	7.36
046-194-53105-330	REPAIRS/MAINT	435.00
046-196-53010-105	ELECTRICITY	334.88
048-209-53010-000	SERVICES AND SUPPLIES	10.00
048-209-53010-105	ELECTRICITY	1,513.81
048-209-53010-360	TELEPHONE/FAX	0.69
048-209-53010-405	WATER TESTING/PERMI...	505.00
050-215-53010-058	CONTRACT SERVICES	823.04
050-217-53010-105	ELECTRICITY	522.83
060-218-53010-000	SERVICES AND SUPPLIES	344.62
120-245-53010-000	SERVICES AND SUPPLIES	428.18
120-245-53010-330	REPAIRS	16.96
120-245-53010-405	WATER TESTING/PERMI...	903.00
125-247-55010-357	CAPITAL OUTLAY-SURVE...	79,155.00
125-247-55010-742	VARIOUS WELLS-ROAD	33.97
160-255-53010-349	ST OF NEVADA-MINERALS	10,570.00
175-270-53010-048	STATE COUNTY MATCH	1,639.70
190-273-53010-000	SERVICES AND SUPPLIES	345.14
190-273-53010-058	CONTRACT SERVICES	1,750.00
190-273-53105-130	FUEL	1,599.00
190-273-53105-330	REPAIRS/MAINT	171.74
250-280-53010-000	SERVICES AND SUPPLIES	12,774.43



**Account Summary**

Account Number	Account Name	Payment Amount
320-286-59014-000	PASS THRU SCHOOL COL...	<u>1,317,825.17</u>
	<b>Grand Total:</b>	<b>1,893,513.68</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	<u>1,893,513.68</u>
<b>Grand Total:</b>	<b>1,893,513.68</b>



Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
010 - GENERAL FUND	43,281,684.74	1,503,311.07	3,235,765.65	41,549,230.16
012 - PROPERTY SALE TRUST FUND	86,238.83	0.00	0.00	86,238.83
014 - RETIREE HLTH INS PREM FD	2,351,359.19	4,003.35	68,990.70	2,286,371.84
015 - FUTURE RESERVE FUND	11,979,585.44	20,669.05	0.00	12,000,254.49
020 - ROAD FUND	921,512.36	145,585.22	623,207.74	443,889.84
025 - REG TRANSPORTATION COMM	8,903,872.96	335,605.56	-455,465.42	9,694,943.94
030 - AGRICULTURAL EXTENSION	1,239,449.33	20,999.00	0.00	1,260,448.33
035 - AGRICULTURAL DIST #15	312,889.43	33,107.86	82,991.98	263,005.31
040 - BLDG OPER&MAINT RES FUND	4,076,119.56	25,231.87	0.00	4,101,351.43
042 - CAPITAL PROJECTS FUND	6,054,610.97	104,575.60	46,645.60	6,112,540.97
044 - TOWN OF EUREKA FUND	1,270,172.60	22,176.82	11,368.94	1,280,980.48
045 - EUREKA WTR/SWR UTLTY FD	10,825,324.43	56,375.46	2,296,586.70	8,585,113.19
046 - CRESCENT VALLEY TOWN	308,917.11	5,757.57	13,393.08	301,281.60
048 - CV WATER UTILITY FUND	2,619,450.13	32,335.98	59,559.11	2,592,227.00
050 - EUREKA CO TV DISTRICT	822,328.26	24,379.59	29,351.59	817,356.26
060 - DIAMOND VALLEY WEED DIST	267,185.56	29,471.25	19,264.38	277,392.43
070 - DIAMOND VALLEY RODENT	368,538.23	10,973.75	2,239.43	377,272.55
077 - FFY05YUCCAMT DIRECT PYMT	0.00	0.00	0.00	0.00
100 - RECREATION FUND	578,740.17	15,189.29	10,755.75	583,173.71
110 - TOURISM FUND	35,883.14	1,321.43	5,341.50	31,863.07
120 - DEVIL'S GATE WATER DIST	2,651,305.55	28,237.91	43,972.31	2,635,571.15
125 - WATER MITIGATION FUND	3,610,688.22	25,154.89	149,517.83	3,486,325.28
127 - NAT RES MULT USE FUND	1,581,128.46	12,196.27	0.00	1,593,324.73
150 - RANGE IMPROVEMENT DIST 1	44,719.63	75.75	0.00	44,795.38
155 - RANGE IMPROVEMENT DIST 6	100,382.32	170.04	0.00	100,552.36
160 - DEPT OF MINERAL RESOURCE	0.00	35,700.00	35,700.00	0.00
165 - EUREKA CO. GAME BOARD	3,354.58	1,151.75	130.96	4,375.37
170 - ACCIDENT INDIGENT FUND	20,253.11	28,263.74	0.00	48,516.85
175 - EUREKA CO INDIGENT FUND	435,647.38	8,697.26	3,389.71	440,954.93
180 - HOSP CO INDG HOSP FUND	508,017.30	19,726.18	2,085.95	525,657.53
190 - LANDFILL FUND	2,831,765.65	138,467.64	105,915.17	2,864,318.12
220 - ASSR TECH FND NRS361.530	2,219,331.06	22,735.16	144,418.26	2,097,647.96
225 - RECORDER TECHNOLOGY FUND	111,241.69	1,874.12	0.00	113,115.81
227 - DISTRICT COURT IMP FUND	11,995.68	109.00	0.00	12,104.68
230 - JUSTICE COURT A A FUND	67,365.98	746.84	0.00	68,112.82
233 - JUV COURT A A FUND	49,577.53	265.78	0.00	49,843.31
235 - JUST CRT FACILITY FUND	187,387.13	1,234.23	0.00	188,621.36
240 - FORENSIC FEE	1,109.82	26.96	25.00	1,111.78
250 - STATE OF NEVADA	3,986.27	672,597.99	15,562.31	661,021.95
320 - SCHOOL GENERAL FUND	17,184.57	1,411,272.54	1,411,658.10	16,799.01
996 - UB UNAPPLIED CREDIT	0.00	0.00	0.00	0.00
<b>Report Total:</b>	<b>110,760,304.37</b>	<b>4,799,773.77</b>	<b>7,962,372.33</b>	<b>107,597,705.81</b>



# Pooled Cash Report

Eureka County, Nevada

For the Period Ending 9/30/2024

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<b>CLAIM ON CASH</b>				
<a href="#">010-000-10101-000</a>	CLAIM ON CASH - GENERAL FUND	43,058,186.14	(844,975.06)	42,213,211.08
<a href="#">012-000-10101-000</a>	CLAIM ON CASH - PROPERTY SALE TRUST FUND	86,238.83	0.00	86,238.83
<a href="#">014-000-10101-000</a>	CLAIM ON CASH - RETIREE HLTH INS PREM FD	2,349,333.02	(31,233.33)	2,318,099.69
<a href="#">015-000-10101-000</a>	CLAIM ON CASH - FUTURE RESERVE FUND	12,161,657.53	0.00	12,161,657.53
<a href="#">020-000-10101-000</a>	CLAIM ON CASH - ROAD FUND	621,660.23	(151,172.40)	470,487.83
<a href="#">025-000-10101-000</a>	CLAIM ON CASH - REG TRANSPORTATION COMM	9,915,068.77	(61,918.71)	9,853,150.06
<a href="#">030-000-10101-000</a>	CLAIM ON CASH - AGRICULTURAL EXTENSION	1,277,195.26	0.00	1,277,195.26
<a href="#">035-000-10101-000</a>	CLAIM ON CASH - AGRICULTURAL DIST #15	277,335.28	(10,189.34)	267,145.94
<a href="#">040-000-10101-000</a>	CLAIM ON CASH - BLDG OPER&MAINT RES FUND	4,156,521.33	0.00	4,156,521.33
<a href="#">042-000-10101-000</a>	CLAIM ON CASH - CAPITAL PROJECTS FUND	6,228,040.25	(34,936.60)	6,193,103.65
<a href="#">044-000-10101-000</a>	CLAIM ON CASH - TOWN OF EUREKA FUND	1,299,065.26	(1,148.64)	1,297,916.62
<a href="#">045-000-10101-000</a>	CLAIM ON CASH - EUREKA WTR/SWR UTILITY FD	2,001,357.21	(2,254,612.27)	(253,255.06)
<a href="#">046-000-10101-000</a>	CLAIM ON CASH - CRESCENT VALLEY TOWN	307,591.08	(1,937.67)	305,653.41
<a href="#">048-000-10101-000</a>	CLAIM ON CASH - CV WATER UTILITY FUND	820,155.75	(4,329.74)	815,826.01
<a href="#">050-000-10101-000</a>	CLAIM ON CASH - EUREKA CO TV DISTRICT	834,593.72	(6,327.96)	828,265.76
<a href="#">060-000-10101-000</a>	CLAIM ON CASH - DIAMOND VALLEY WEED DIST	285,157.22	(3,182.20)	281,975.02
<a href="#">070-000-10101-000</a>	CLAIM ON CASH - DIAMOND VALLEY RODENT	382,222.22	0.00	382,222.22
<a href="#">100-000-10101-000</a>	CLAIM ON CASH - RECREATION FUND	591,099.91	(255.75)	590,844.16
<a href="#">110-000-10101-000</a>	CLAIM ON CASH - TOURISM FUND	32,328.35	0.00	32,328.35
<a href="#">120-000-10101-000</a>	CLAIM ON CASH - DEVIL'S GATE WATER DIST	975,078.15	1,778.02	976,856.17
<a href="#">125-000-10101-000</a>	CLAIM ON CASH - WATER MITIGATION FUND	3,681,349.31	(145,880.87)	3,535,468.44
<a href="#">127-000-10101-000</a>	CLAIM ON CASH - NAT RES MULT USE FUND	1,614,798.78	0.00	1,614,798.78
<a href="#">150-000-10101-000</a>	CLAIM ON CASH - RANGE IMPROVEMENT DIST 1	44,573.66	0.00	44,573.66
<a href="#">155-000-10101-000</a>	CLAIM ON CASH - RANGE IMPROVEMENT DIST 6	100,054.66	0.00	100,054.66
<a href="#">160-000-10101-000</a>	CLAIM ON CASH - DEPT OF MINERAL RESOURCE	10,570.00	(10,570.00)	0.00
<a href="#">165-000-10101-000</a>	CLAIM ON CASH - EUREKA CO. GAME BOARD	4,466.31	(37.48)	4,428.83
<a href="#">170-000-10101-000</a>	CLAIM ON CASH - ACCIDENT INDIGENT FUND	48,176.72	0.00	48,176.72
<a href="#">175-000-10101-000</a>	CLAIM ON CASH - EUREKA CO INDIGENT FUND	449,202.03	(2,439.70)	446,762.33
<a href="#">180-000-10101-000</a>	CLAIM ON CASH - HOSP CO INDG HOSP FUND	532,249.73	0.00	532,249.73
<a href="#">190-000-10101-000</a>	CLAIM ON CASH - LANDFILL FUND	2,919,510.28	(15,339.77)	2,904,170.51
<a href="#">220-000-10101-000</a>	CLAIM ON CASH - ASSR TECH FND NRS361.530	2,129,131.55	(1,237.18)	2,127,894.37
<a href="#">225-000-10101-000</a>	CLAIM ON CASH - RECORDER TECHNOLOGY FUND	114,616.84	0.00	114,616.84
<a href="#">227-000-10101-000</a>	CLAIM ON CASH - DISTRICT COURT AA FUND	12,266.54	0.00	12,266.54
<a href="#">230-000-10101-000</a>	CLAIM ON CASH - JUSTICE COURT A A FUND	69,021.81	0.00	69,021.81
<a href="#">233-000-10101-000</a>	CLAIM ON CASH - JUV COURT A A FUND	50,515.92	0.00	50,515.92
<a href="#">235-000-10101-000</a>	CLAIM ON CASH - JUST CRT FACILITY FUND	191,149.85	0.00	191,149.85
<a href="#">240-000-10101-000</a>	CLAIM ON CASH - FORENSIC FEE	1,126.76	0.00	1,126.76
<a href="#">250-000-10101-000</a>	CLAIM ON CASH - STATE OF NEVADA	669,934.41	(12,774.43)	657,159.98
<a href="#">320-000-10101-000</a>	CLAIM ON CASH - SCHOOL GENERAL FUND	1,317,585.24	(1,317,825.17)	(239.93)
<a href="#">996-000-10101-000</a>	CLAIM ON CASH - UB UNAPPLIED CASH	26,579.70	(4,594.49)	21,985.21
<b>TOTAL CLAIM ON CASH</b>		<b>101,646,765.61</b>	<b>(4,915,140.74)</b>	<b>96,731,624.87</b>
<b>CASH IN BANK</b>				
<b>Cash in Bank</b>				
<a href="#">999-000-10102-000</a>	CASH IN BANK - COUNTY CHECKING	(2,997.10)	0.00	(2,997.10)
<a href="#">999-000-10103-000</a>	CASH IN BANK - DEPOSIT ACCOUNTS	(5,886.39)	34,694.36	28,807.97
<a href="#">999-000-10104-000</a>	CASH IN BANK - CONCENTRATION	4,232,398.43	0.00	4,232,398.43
<a href="#">999-000-10105-000</a>	CASH IN BANK - SILVER MONEY MARKET	5,783,258.51	0.00	5,783,258.51
<a href="#">999-000-10106-000</a>	CASH IN BANK - LOCAL GOVERNMENT INVESTMEN	4,445,786.94	0.00	4,445,786.94
<a href="#">999-000-10107-000</a>	CASH IN BANK - MEEDER INVESTMENT	87,219,197.95	0.00	87,219,197.95
<a href="#">999-000-10109-000</a>	CASH IN BANK - NEW COUNTY CHECKING	(24,992.73)	(4,949,835.10)	(4,974,827.83)

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
<a href="#">999-000-11501-000</a>	UB UNAPPLIED CREDIT	0.00	0.00	0.00	
<b>TOTAL: Cash in Bank</b>		<u>101,646,765.61</u>	<u>(4,915,140.74)</u>	<u>96,731,624.87</u>	
<b>Wages Payable</b>					
<a href="#">999-000-20200-000</a>	WAGES PAYABLE	0.00	0.00	0.00	
<b>TOTAL: Wages Payable</b>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>TOTAL CASH IN BANK</b>		<u>101,646,765.61</u>	<u>(4,915,140.74)</u>	<u>96,731,624.87</u>	
<b>DUE TO OTHER FUNDS</b>					
<a href="#">999-000-24910-000</a>	DUE TO OTHER FUNDS	101,646,765.61	(4,915,140.74)	96,731,624.87	
<b>TOTAL DUE TO OTHER FUNDS</b>		<u>101,646,765.61</u>	<u>(4,915,140.74)</u>	<u>96,731,624.87</u>	
<b>Claim on Cash</b>	96,731,624.87	<b>Claim on Cash</b>	96,731,624.87	<b>Cash in Bank</b>	96,731,624.87
<b>Cash in Bank</b>	<u>96,731,624.87</u>	<b>Due To Other Funds</b>	<u>96,731,624.87</u>	<b>Due To Other Funds</b>	<u>96,731,624.87</u>
<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<b>ACCOUNTS PAYABLE PENDING</b>				
<a href="#">010-000-29300-000</a>	ACCOUNTS PAYABLE	87,828.15	(6,105.24)	81,722.91
<a href="#">012-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">014-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">015-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">020-000-29300-000</a>	ACCOUNTS PAYABLE	9,473.40	5,138.36	14,611.76
<a href="#">025-000-29300-000</a>	ACCOUNTS PAYABLE	22,708.75	(22,708.75)	0.00
<a href="#">030-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">035-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">040-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">042-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">044-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">045-000-29300-000</a>	ACCOUNTS PAYABLE	440.13	1,383.54	1,823.67
<a href="#">046-000-29300-000</a>	ACCOUNTS PAYABLE	72.37	24.59	96.96
<a href="#">048-000-29300-000</a>	ACCOUNTS PAYABLE	1,001.04	1,835.59	2,836.63
<a href="#">050-000-29300-000</a>	ACCOUNTS PAYABLE	4,732.09	(4,732.09)	0.00
<a href="#">060-000-29300-000</a>	ACCOUNTS PAYABLE	538.83	49.49	588.32
<a href="#">070-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">100-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">110-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">120-000-29300-000</a>	ACCOUNTS PAYABLE	684.47	(228.18)	456.29
<a href="#">125-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">127-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">150-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">155-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">160-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">165-000-29300-000</a>	ACCOUNTS PAYABLE	16.21	(11.87)	4.34
<a href="#">170-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">175-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">180-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">190-000-29300-000</a>	ACCOUNTS PAYABLE	1,534.14	445.74	1,979.88
<a href="#">220-000-29300-000</a>	ACCOUNTS PAYABLE	318.10	(118.25)	199.85
<a href="#">225-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">227-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">230-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">233-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">235-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">240-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">250-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<a href="#">320-000-29300-000</a>	ACCOUNTS PAYABLE	0.00	0.00	0.00
<b>TOTAL ACCOUNTS PAYABLE PENDING</b>		<b>129,347.68</b>	<b>(25,027.07)</b>	<b>104,320.61</b>
<b>DUE FROM OTHER FUNDS</b>				
<a href="#">999-000-16010-000</a>	DUE FROM GENERAL FUND	(87,828.15)	6,105.24	(81,722.91)
<a href="#">999-000-16012-000</a>	DUE FROM PROPERTY SALE TRUST FUND	0.00	0.00	0.00
<a href="#">999-000-16014-000</a>	DUE FROM RETIREE HLTH INS PREM FD	0.00	0.00	0.00
<a href="#">999-000-16015-000</a>	DUE FROM FUTURE RESERVE FUND	0.00	0.00	0.00
<a href="#">999-000-16020-000</a>	DUE FROM ROAD FUND	(9,473.40)	(5,138.36)	(14,611.76)
<a href="#">999-000-16025-000</a>	DUE FROM REG TRANSPORTATION COMM	(22,708.75)	22,708.75	0.00
<a href="#">999-000-16030-000</a>	DUE FROM AGRICULTURAL EXTENSION	0.00	0.00	0.00
<a href="#">999-000-16035-000</a>	DUE FROM AGRICULTURAL DIST #15	0.00	0.00	0.00
<a href="#">999-000-16040-000</a>	DUE FROM BLDG OPER&MAINT RES FUND	0.00	0.00	0.00
<a href="#">999-000-16042-000</a>	DUE FROM CAPITAL PROJECTS FUND	0.00	0.00	0.00
<a href="#">999-000-16044-000</a>	DUE FROM TOWN OF EUREKA FUND	0.00	0.00	0.00
<a href="#">999-000-16045-000</a>	DUE FROM EUREKA WTR/SWR UTILITY FD	(440.13)	(1,383.54)	(1,823.67)
<a href="#">999-000-16046-000</a>	DUE FROM CRESCENT VALLEY TOWN	(72.37)	(24.59)	(96.96)
<a href="#">999-000-16048-000</a>	DUE FROM CV WATER UTILITY FUND	(1,001.04)	(1,835.59)	(2,836.63)
<a href="#">999-000-16050-000</a>	DUE FROM EUREKA CO TV DISTRICT	(4,732.09)	4,732.09	0.00
<a href="#">999-000-16060-000</a>	DUE FROM DIAMOND VALLEY WEED DIST	(538.83)	(49.49)	(588.32)
<a href="#">999-000-16070-000</a>	DUE FROM DIAMOND VALLEY RODENT	0.00	0.00	0.00
<a href="#">999-000-16110-000</a>	DUE FROM TOURISM FUND	0.00	0.00	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
<a href="#">999-000-16111-000</a>	DUE FROM RECREATION FUND	0.00	0.00	0.00	
<a href="#">999-000-16120-000</a>	DUE FROM DEVIL'S GATE WATER DIST	(684.47)	228.18	(456.29)	
<a href="#">999-000-16125-000</a>	DUE FROM WATER MITIGATION FUND	0.00	0.00	0.00	
<a href="#">999-000-16127-000</a>	DUE FROM NAT RES MULT USE FUND	0.00	0.00	0.00	
<a href="#">999-000-16150-000</a>	DUE FROM RANGE IMPROVEMENT DIST 1	0.00	0.00	0.00	
<a href="#">999-000-16155-000</a>	DUE FROM RANGE IMPROVEMENT DIST 6	0.00	0.00	0.00	
<a href="#">999-000-16160-000</a>	DUE FROM DEPT OF MINERAL RESOURCE	0.00	0.00	0.00	
<a href="#">999-000-16165-000</a>	DUE FROM EUREKA CO. GAME BOARD	(16.21)	11.87	(4.34)	
<a href="#">999-000-16170-000</a>	DUE FROM ACCIDENT INDIGENT FUND	0.00	0.00	0.00	
<a href="#">999-000-16175-000</a>	DUE FROM EUREKA CO INDIGENT FUND	0.00	0.00	0.00	
<a href="#">999-000-16180-000</a>	DUE FROM HOSP CO INDG HOSP FUND	0.00	0.00	0.00	
<a href="#">999-000-16190-000</a>	DUE FROM LANDFILL FUND	(1,534.14)	(445.74)	(1,979.88)	
<a href="#">999-000-16220-000</a>	DUE FROM ASSR TECH FND NRS361.530	(318.10)	118.25	(199.85)	
<a href="#">999-000-16225-000</a>	DUE FROM RECORDER TECHNOLOGY FUND	0.00	0.00	0.00	
<a href="#">999-000-16230-000</a>	DUE FROM JUSTICE COURT A A FUND	0.00	0.00	0.00	
<a href="#">999-000-16233-000</a>	DUE FROM JUV COURT A A FUND	0.00	0.00	0.00	
<a href="#">999-000-16235-000</a>	DUE FROM JUST CRT FACILITY FUND	0.00	0.00	0.00	
<a href="#">999-000-16240-000</a>	DUE FROM FORENSIC FEE	0.00	0.00	0.00	
<a href="#">999-000-16250-000</a>	DUE FROM STATE OF NEVADA	0.00	0.00	0.00	
<a href="#">999-000-16320-000</a>	DUE FROM SCHOOL GENERAL FUND	0.00	0.00	0.00	
<b>TOTAL DUE FROM OTHER FUNDS</b>		<u>(129,347.68)</u>	<u>25,027.07</u>	<u>(104,320.61)</u>	
<b>ACCOUNTS PAYABLE</b>					
<a href="#">999-000-29300-000</a>	ACCOUNTS PAYABLE	<u>129,347.68</u>	<u>(25,027.07)</u>	<u>104,320.61</u>	
<b>TOTAL ACCOUNTS PAYABLE</b>		<u>129,347.68</u>	<u>(25,027.07)</u>	<u>104,320.61</u>	
<b>AP Pending</b>	104,320.61	<b>AP Pending</b>	104,320.61	<b>Due From Other Funds</b>	104,320.61
<b>Due From Other Funds</b>	104,320.61	<b>Accounts Payable</b>	104,320.61	<b>Accounts Payable</b>	104,320.61
<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>	<b>Difference</b>	<u>0.00</u>

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between Eureka County, Nevada  
Acting by and Through its Board of Commissioners and  
the Independent Contractor identified below:

Agency Name:	<b>Board of Eureka County Commissioners (County)</b>
Address:	<b>P.O. Box 694</b>
City, State, Zip Code:	<b>Eureka, Nevada 89316</b>
Contact:	<b>Kathy Bowling, Commission Clerk</b>
Phone:	<b>(775) 237-7211</b>
Fax:	<b>(775) 237-5614</b>
Email:	<b>CountyCommission@EurekaCountyNV.gov</b>

Contractor Name:	<b>Genesis Home Health Services Inc</b>
Address:	<b>2620 Ruby Vista Drive</b>
City, State, Zip Code:	<b>Elko, Nevada 89801</b>
Contact:	<b>Dr Jun Iguban, Chief Executive Officer</b>
Phone:	<b>(775) 753-7626</b>
Fax:	<b>(775) 753-7627</b>
Email:	<b>genesishhs@frontier.net</b>

WHEREAS, NRS 333.700 and NRS 244.1505 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State or Local Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE) for the State, and Board of County Commissioners for the County, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of Eureka County.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Board of Eureka County Commissioners.

2. **DEFINITIONS.**

- A. “County” – means the County of Eureka and any County agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
- B. “Contracting Agency” – means the County agency identified above.
- C. “Contractor” – means the person or entity identified above that performs services and/or provides goods for the County under the terms and conditions set forth in this Contract.
- D. “Fiscal Year” – means the period beginning July 1st and ending June 30th of the following year.
- E. “Contract” – Unless the context otherwise requires, “Contract” means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
- F. “Contract for Independent Contractor” – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to the Board of Eureka County Commissioner’s approval (anticipated to be September 17, 2024).

Effective from:	Date: September 17, 2024	To:	Date: June 30, 2026
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:



ATTACHMENT A:	Eureka County Contract Responsibility Guidelines
ATTACHMENT B:	Genesis Home Health Services, Inc. Contract Responsibility Guidelines
ATTACHMENT C:	Client income determination form and contract flow chart

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the County under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

No more than \$30,000.00 per fiscal year (for total contract amount of \$60,000.00)	FY 2025 (09/17/24 – June 30, 2025) FY 2026 (07/01/24 – June 30, 2026)
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Total Contract or installments payable at:	Receipt of monthly invoice
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Total Contract Not to Exceed:	Sixty Thousand Dollars (\$60,000.00)
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The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the County is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the County no later than the first Friday in August of the same calendar year.

9. **INSPECTION & AUDIT.**

A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, or their authorized

representatives, upon audits or reviews, sufficient information to determine compliance with all County, State and federal regulations and statutes.

- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County Comptroller, or any of the County's authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum of three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

## 10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The County unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the County, Contractor shall use its best efforts to minimize cost to the County and Contractor will not be paid for any cost that Contractor could have avoided.
- B. County Termination for Non-Appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the County's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if

applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the County;
  - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the County;
  - 4) Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with *Section 21, County Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour.
12. **LIMITED LIABILITY.** The County will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses,

including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the County shall apply in all cases except for claims arising solely from the County's own negligence or willful misconduct. Contractor waives any rights of subrogation against the County. Contractor's duty to defend begins when the County requests defense of any claim arising from this Contract.

**15. REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.**

Contractor represents that it is an independent contractor and warrants that it will perform all work under this contract as an independent contractor, and warrants that County will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the County incurs any employment liability for the work under this Contract, Contractor will reimburse the County for that liability.

**16. INSURANCE SCHEDULE.** Unless expressly waived in writing by the County, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract. The County shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the County, if evidence is requested by County. The County's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the County to timely approve shall not constitute a waiver of the condition.

A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits required by this Contract. Unless specifically stated herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the County of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the County under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the County shall be in excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer

required by the County, Contractor shall provide the County with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the County and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, Eureka County, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against Eureka County, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the County. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the County.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the County, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this Contract.
- 6) Approved Insurer: Each insurance policy shall be:
  - a) Issued by insurance companies authorized to do business in Eureka County, State of Nevada or eligible surplus lines insurers acceptable to the County and having agents in Nevada upon whom service of process may be made; and
  - b) Currently rated by A.M. Best as “A-VII” or better.

C. Evidence of Insurance.

Prior to the start of any work if requested by County, Contractor must provide the following documents to the contracting County agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the County to evidence the insurance policies and coverages required of Contractor. The certificate must name Eureka County, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The County project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the County with replacement certificates as described within *Section 16A, Insurance Coverage*.

**Mail all required insurance documents to the Contracting Agency identified on Page one of the Contract.**

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the County to evidence the endorsement of the County as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the County prior to the commencement of work by Contractor if requested by County. Neither approval by the County nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the County or others, and shall be in addition to and not in lieu of any other remedy available to the County under this Contract or otherwise. The County reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation

to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by County, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the County.
21. **COUNTY OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the County to Contractor and any documents or materials provided by the County to Contractor in the course of this Contract (“County Materials”) shall be and remain the exclusive property of the County and all such County Materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a “trade secret” or “confidential” in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.



23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
25. **LOBBYING.** The parties agree, if expressly prohibited by federal law, or other law, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, state, county or local agency, legislature, commission, council or board;
  - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
  - C. Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.

26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Eureka County Board of Commissioners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the Seventh Judicial District Court, Eureka, Nevada, for enforcement of this Contract, and consent to personal jurisdiction in such Court for any action or proceeding arising out of this Contract.
29. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Eureka County Board of Commissioners. This Contract, and any amendments, may be executed in counterparts.

(ATTACHMENTS A, B, and C are attached, followed by the signature page)

ATTACHMENT A:  
EUREKA COUNTY CONTRACT RESPONSIBILITY GUIDELINES

Program Eligibility – The eligibility for residents to access contract services, and the extent of those services, is based on a completed Income Statement Application submitted to the Eureka County Senior Center Director. There are three (3) categories of eligibility:

(1) An insured resident, covered by Medicare or Medicaid or other insurance, is eligible for all services paid for by the resident and/or their insurance;

(2) An indigent resident, defined in State law as any one person with income of not more than \$438 per month, or income for any two persons of not more than \$588 per month, is eligible for all services paid for by Eureka County using indigent funding;

(3) A County indigent resident, defined by the County (based up on the 2024 United States Poverty Guideline) as any one person with income of not more than \$2,510 per month, or household income for any two persons of not more than \$3,406 per month, is eligible for some, but not all, services paid for by Eureka County using the limited funding available under this contract, but may also obtain additional services from Genesis, which must be paid for directly by the resident and collected by Genesis. The limited services for a County indigent resident payable by Eureka County shall not exceed, for any one resident, five (5) assessment/re-certification visits per year, one (1) home health follow-up nursing visit per week, one (1) personal care initial assessment/case visit per year, two (2) hours per week of “C” personal care (errands, light housekeeping, feeding, medication reminders, fall prevention, and organizing, reading, and shipping out mail), and two (2) hours per week of “P” personal care (bathing and dressing assistance, assistance with safe ambulation, escorts for doctor’s appointments, and medication monitoring).

For services payable by Eureka County, payment shall be made to Genesis, provided a completed Income Statement Application submitted to the Eureka County Senior Center Director has already been approved and the resident meets the income guidelines, and Genesis has submitted an itemized bill for services rendered, with dates of service included.

The Eureka County Senior Center Director, or her designee, following receipt of a completed Income Statement Application, shall report to Genesis whether the resident is eligible for services within 2 business days via email to [genesishhs@frontier.net](mailto:genesishhs@frontier.net). Eureka County urges Genesis to

pursue private pay and insurance pay opportunities for any resident who does not qualify for services because of their income level.

For an eligible resident, Eureka County shall pay Genesis the following amounts for the identified services:

Home Health Adult Initial Comprehensive Assessment and Re-Certification Visit (Code GO299; direct skilled nursing services of a registered nurse (RN) in the home health or hospice setting) - \$350/Visit (limited to 5 visits per patient per year)

Follow-up Nursing Visit (Code GO494; skilled services of a licensed practical nurse (LPN) for the observation and assessment of the patient's condition, and any change in the patient's condition requiring skilled nursing personnel to identify and evaluate the patient's needs for possible modification of treatment in the home health or hospice setting) - \$300/Visit (limited to 1 visit per patient per week)

Personal Care Initial Assessment/Case Management Visit (Billing Code T1016; assistance in maintaining, monitoring and modifying covered services; telephone or face-to-face interactions with a person, family or other involved party for the purpose of maintaining or enhancing a person's functioning; assistance in finding necessary resources other than covered services to meet basic needs; communication and coordination of care with the person's family, behavioral and general medical and dental health care providers, community resources, and other involved supports including educational, social, judicial, community and other State agencies; coordination of care activities related to continuity of care between levels of care (e.g., inpatient to outpatient care) and across multiple services (e.g., personal assistant, nursing services and family counseling); outreach and follow-up of crisis contacts and missed appointments; participation in staffing, case conferences or other meetings with or without the person or their family participating; and other activities as needed) - \$50/Hour (limited to 1 case visit per patient per year)

Personal Care Services (Billing Code: T1019; personal care services, part of the individualized plan of treatment) - \$30/Hour (limited to 4 hours per patient per week; if 4 hours are not reached, provider shall attempt to return to the residence and complete the 4 allotted hours)

ATTACHMENT B:  
GENESIS HOME HEALTH SERVICES, INC.  
CONTRACT RESPONSIBILITY GUIDELINES

Program eligibility – After receipt of approval by email notification from the Eureka County Senior Center Director or her designee, a Genesis representative shall perform an initial comprehensive assessment/case management visit to determine the needs of the resident and create an appropriate plan of care to address those needs. A confirmation of that assessment and initialization of services by Genesis will be communicated via email message to [lgordon@eurekacountynv.gov](mailto:lgordon@eurekacountynv.gov) within 2 business days. If Senior Center Director is unavailable during this 2 day period and it is not an emergency, a confirmation will be made the next business day when the Director comes back to work.

Genesis offers the following personal care services, in two categories:

“P” personal care services, which include bathing assistance, dressing assistance, assistance with safe ambulation, escort to doctor’s appointments, and medication monitoring; and

“C” personal care services, which include performing errands (picking up prescriptions), light housekeeping, meal feeding, medication reminders, fall prevention, and organizing, reading, and shipping out mail.

Genesis offers the following home health services:

A Genesis nurse will provide medication reconciliation and management, to prevent repeat emergency department visits and/or rehospitalizations because of disease exacerbations.

A Genesis nurse will provide teaching and training activities to teach a patient, the patient's family, and patient caregivers about the patient’s disease process, such as heart failure, diabetes, COPD, etc. and how to implement the treatment regimen ordered by the patient’s primary care provider.

Genesis will provide management and evaluation of the patient’s care plan, created by Genesis in collaboration with the patient’s primary care provider, to achieve patient-centered goals, such as being knowledgeable about the effects of a patient’s medications, improving performance of all activities of daily living, becoming more independent, and improving a patient’s quality of life at home.

Genesis will provide rehabilitation services to promote safety in ambulation, improve balance, increase endurance, and prevent the patient from falling in the home.

Genesis billing:

To continue to receive payment for services covered by this contract which are payable by Eureka County, Genesis will provide a monthly status/summary email on each resident receiving County funds to [lgordon@eurekacountynv.gov](mailto:lgordon@eurekacountynv.gov). This status will provide the following information: 2 Digit Resident ID# in lieu of the resident's name, Number of Service Hours Provided, Status (No Change, Discharge, Condition Deteriorating, Condition Improving). If there is an emergent change in status, Genesis will alert the Eureka Senior Center Director by email within 2 business days.

REST OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT C:  
RESIDENT INCOME DETERMINATION FORM  
AND CONTRACT FLOW CHART

SEE ATTACHED

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CONTRACTOR:

GENESIS HOME HEALTH SERVICES INC.

By: \_\_\_\_\_  
Dr. Querubin Iguban

On: \_\_\_\_\_  
(date)

EUREKA COUNTY:

APPROVED BY THE BOARD OF EUREKA COUNTY COMMISSIONERS the 17<sup>th</sup> day of September, 2021.

By: \_\_\_\_\_  
Rich McKay,  
Eureka County Commission Chair

On: \_\_\_\_\_  
(date)

Approved as to form by:

By: \_\_\_\_\_  
Theodore Beutel, Esq.  
Eureka County District Attorney

On: \_\_\_\_\_  
(date)

ATTEST: \_\_\_\_\_  
Clerk of the Board

On: \_\_\_\_\_  
(date)



County of Eureka

I, Linda Gordon, Senior Center Director, do hereby certify that this is a true and accurate statement of all monies collected by me for the 31st day of August, 2024.

ACCT. NUMBER	ACCT. DESCRIPTION	ACCT. TOTALS		
<b>MISC. REVENUE</b>				
010-000-36002-000	Building Rent	50.00		
	Sub Total Acct. # 36002	50.00		
010-000-34009-000	Fax & Copies Fees	\$14.00	E 9.00	CV 5.00
	Sub Total Acct. # 34009	\$14.00		
010-072-34080-000	Housekeeping Fees	0.00		
	Sub Total Acct. # 34080			
<b>ENTERPRISE ACCOUNTS</b>				
010-072-53672-326	Raw Food	\$ -		
	Sub Total Acct. # 53672	1991.34		
010-072-36081-000	CV Donations	0.00		
	Sub Total Acct. # 36081	0.00		
<b>INCOME ACCOUNTS</b>				
010-072-33082-000	SC Nutrition Grant	\$0.00		
010-072-34082-000	SC Nutrition Program CI	\$1,020.00	E 872.00	CV 148.00
010-072-33083-000	SC HMBD Nutrition Grant	\$0.00		
010-072-34083-000	SC Homebound CII	\$315.00		
010-072-34085-000	SC Non Seniors Fee	\$672.00	E 611.00	CV 61.00
010-072-33087-000	NSIP Grant	\$0.00		
175-000-33002-000	CSBG GRANT	\$0.00		
	Sub Total Acct.	\$2,007.00		
<b>TRANSPORTATION</b>				
010-072-33086-000	Transportation Grant	\$0.00		
010-072-34087-000	Transportation Program	\$70.00		CV 70.00
	Sub Total Acct.	\$70.00		
<b>SENIOR CENTERS INCOME GRAND TOTAL</b>		<b>\$4,132.34</b>		
<p>In witness whereof, I have here unto set my hand this 31st day of August, 2024.</p> <p style="text-align: center;"><i>Linda Gordon</i> SENIOR CENTER DIRECTOR</p>				

**CRESCENT VALLEY MEAL COUNT 2024-2025**

Month	Seniors	Home-bound	At Risk	Non-Sen.	Staff	Total	Avg. per day	Days served
July. 24	397	273	31	20	11	732	34	22
August. 24	455	234	5	29	16	739	34	22
September. 24						0		
October. 24						0		
November. 24						0		
December. 24						0		
January. 25						0		
February. 25						0		
March. 25						0		
April. 25						0		
May. 24						0		
June. 24						0		
<b>Total</b>	<b>852</b>	<b>507</b>	<b>36</b>	<b>49</b>	<b>27</b>	<b>1471</b>	<b>68</b>	<b>44</b>

## EUREKA MEAL COUNT 2023-2024

Month	Seniors	Home-bound	At Risk	Non-Sen.	Staff	Total	Avg. per day	Days Served
July. 24	278	327	0	87	53	745	34	22
August. 24	277	299	0	85	55	716	33	22
September. 24			0			0		
October. 24			0			0		
November. 24			0			0		
December. 24			0			0		
January. 25			0			0		
February. 25			0			0		
March. 25			0			0		
April. 25			0			0		
May. 25			0			0		
June. 25			0			0		
<b>Total</b>	<b>555</b>	<b>626</b>	<b>0</b>	<b>172</b>	<b>108</b>	<b>1461</b>	<b>67</b>	<b>44</b>

**Linda Gordon**

---

**From:** Joy westman <joy@getlexicon.us>  
**Sent:** Wednesday, August 21, 2024 11:06 AM  
**To:** Linda Gordon  
**Cc:** Julie Boyster (jboyster@dot.nv.gov); Sedillo, Natauni; Mary Robinson  
**Subject:** [EXTERNAL] Title VI | Training Approval | : | Plan Draft |  
**Attachments:** Title VI Training Program Approval Letter.pdf; Title VI Implementation Plan Eureka County Senior Center.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION: This Message originated outside your organization.**

Hello Linda,

Attached to this email is your Title VI Staff Awareness Training Program Approval Letter as well as a draft of your Title VI Implementation Plan. Please note that the minimum requirements are within the document, as such, it can be added to, but nothing can be removed. Also, due to the passing of AB 266 I can no longer translate the policy statement, notice to the public, complaint form, and compliant procedures into the Four-Factor required languages, you must hire someone or a service to do this for you. You will see the needed translation sections highlighted in green inside of your plan. Once those documents have been translated, we can add them into your plan. They must then be posted on your website along with your Title VI Plan.

If everything looks correct on your end and you have the documents translated, please submit the plan to your Board for approval and signing, and then send it back to me for submittal to NDOT.

Thanks,  
Joy



**Joy Westman**  
Title VI Specialist, Lexicon Support Services

Do you need a meeting or a video conference with Lexicon? [Book Now](#)

Office: 702-840-1256      [Joy@getlexicon.us](mailto:Joy@getlexicon.us)  
Cell: 725-258-7438      [www.getlexicon.us](http://www.getlexicon.us)

*Ensure your compliance with Title VI, DBE, and SBE certifications to unleash your full potential for success. Let our guidance support you every step of the way, including annual renewals.*

All communication, including any attachments, may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and delete all copies of the original message.





Joe Lombardo  
Governor

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
1263 S. Stewart Street  
Carson City, Nevada 89712

Tracy Larkin Thomason, P.E., *Director*

In Reply Refer to:

8/20/2024

Linda Gordon  
Eureka County Senior Center  
P.O. Box 278 20 W Gold Street  
Eureka, Nv, 83915

RE: Title VI Training Approval

The Nevada Department of Transportation (NDOT), External Civil Rights Division has received the Title VI Training Program that your agency has submitted, as required by 23 CFR § 200. Based upon our analysis, we have determined that your Title VI Training Program meets the guidelines for content, and you may proceed with staff training.

Sincerely,

A handwritten signature in black ink, appearing to read "Teri Lewis".

Teri Lewis  
Title VI Manager  
Nevada Department of Transportation





EUREKA COUNTY SENIOR CENTER TITLE VI PROGRAM

Eureka County Senior Center  
Linda Gordon



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Eureka County Senior Center

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## Executive Summary

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. Section 2000d).

The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of Federal-aid recipients, and or contractors whether those programs and activities are Federally funded or not.

Executive Order 13166 placed renewed emphasis on Title VI issues, to ensure meaningful and equal access in programs and activities to persons with Limited English Proficiency (LEP). Recipients of public transportation funding from Federal Transit Administration (FTA), and the Nevada Department of Transportation (NDOT), are required to develop policies, programs, and practices that ensure Federal Transit dollars are used in a manner that is nondiscriminatory as required under Title VI.

This document details how the Eureka County Senior Center incorporates nondiscrimination policies and practices in providing services to the public.

## Jurisdiction and Authorities

Eureka County Senior Center is a recipient of US Department of Transportation (USDOT) funding through the Nevada Department of Transportation (NDOT) funding assistance and is therefore subject to the Title VI compliance conditions associated with the use of these funds pursuant to the following:

- Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq)
- Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324)
- Age Discrimination Act of 1975
- Section 504 of the Rehabilitation Act of 1973
- Americans With Disabilities Act of 1990
- Civil Rights Restoration Act of 1987
- 49 CFR Part 21
- 23 CFR Part 200
- USDOT Order 1050.2
- Executive Order #12898 (Environmental Justice)
- Executive Order #13166 (Limited-English-Proficiency)
- The Americans with Disabilities Act (42 USC 126)
- Title II of the Americans with Disabilities Act Implementing Regulation (28 CFR 35)
- Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq)
- Section 504 of the Rehabilitation Act of 1973 Implementing Regulation 49 CFR 27
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- Public Rights-of-Way (PROWAG) Notice of Proposed Rule Making, July 26, 2011
- Uniform Federal Accessibility Standards (UFAS)

## Eureka County Senior Center

- Title VI of the Civil Rights Act of 1964, as amended (<http://www.eeoc.gov/laws/statutes/titlevii.cfm>)
- The Age Discrimination in Employment Act of 1967, as amended (<http://www.eeoc.gov/laws/statutes/adea.cfm>)
- The Equal Pay Act of 1963 (<http://www.eeoc.gov/laws/statutes/epa.cfm>)
- Sections 501 and 505 of the Rehabilitation Act of 1973, as amended (<http://www.eeoc.gov/laws/statutes/rehab.cfm>)
- The Genetic Information Nondiscrimination Act of 2008 (<http://www.eeoc.gov/laws/statutes/gina.cfm>)
- The Civil Rights Act of 1991 (<http://www.eeoc.gov/laws/statutes/cra-1991.cfm>)
- Title 29, Code of Federal Regulations, Part 1614 (<http://www.eeoc.gov/federal/directives/1614-final.cfm>)
- No Fear Act (<https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/no-fear-act>)
- 23 CFR 230, Subpart C

## Introduction to the Eureka County Senior Center

### Organizational Structure

The Eureka County Senior Center, through the Nevada Department of Transportation (NDOT), provides public transportation to seniors, sixty (60) and over, disabled, and the general public if there are seats available. We offer a demand response transportation service. We currently have two (2), vehicles in operation, of which, both are Americans with Disabilities Act (ADA), accessible.

The Eureka County Senior Center utilizes NDOT's transit funding. The Eureka County Senior Center worked to secure grant funding to implement the program and services.

The Eureka County Senior Center is represented by a three (3) elected Board of Commissioners. The ethnic percentage of Board of Commissioners include: 100% Caucasian.

#### Board of Commissioners:

Commissioner 1	Chairman
Commissioner 2	Vice Chairman
Commissioner 3	Member

Eureka County Senior Center provides public transportation aided by FTA funding through NDOT and provides public transportation for the communities of Eureka County.

Eureka County Senior Centers Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports, and other responsibilities as required by Title 23 Code of Federal Regulations ("CFR") Part 200, and Title 49 CFR Part 21.

Eureka County Senior Center

## General Reporting Requirements

### Annual Title VI Certification and Assurances

#### Requirement

Federally assisted subrecipients must submit an annual Title VI certification and assurances as part of their Annual Certifications and Assurances submission to NDOT 23 CFR § 200.9 (a).

#### Reporting

Eureka County Senior Center has submitted the required annual Title VI Certification and Assurances.

### Title VI Program Plan

#### Requirement

All subrecipients must document their compliance with DOT's Title VI regulations by submitting a Title VI Program Plan to NDOT annually, and/or upon request. For all recipients, including subrecipients, the Title VI Program Plan must be approved by the recipient's board of directors, appropriate governing entity, or officials responsible for policy decisions prior to submission.

#### Reporting

Eureka County Senior Center has completed the required elements and documentation for the Title VI Program, has formalized the plan, included all attachments, and has submitted it to NDOT.

### Policy Statement

#### Requirement

All subrecipients must include a Title VI policy statement as part of their Title VI Plan.

#### Reporting

Eureka County Senior Center has submitted the required Title VI Policy Statement as part of their plan and is attached as *Attachment A*.

### Organization and Staffing

#### Requirement

All subrecipients must include a description of their staffing and reporting structure and an organizational chart as part of their Title VI Plan.

#### Reporting

Under the authority of Eureka County Senior Center Board of Commissioners, the Eureka County Senior Center's Director, Linda Gordon, will serve as the Title VI Coordinator and be responsible for ensuring implementation of the agency's Title VI program.

## Eureka County Senior Center

The Title VI Coordinator and staff are responsible for coordinating the overall administration of the Title VI program, plan, and assurances, including complaint handling, data collection and reporting, annual review and updates, and internal education.

Title VI Coordinators Responsibilities include but not limited to:

- Process the disposition of Title VI complaints received.
- Collect statistical data (race, color or national origin) of participants in, and beneficiaries of agency programs, (e.g., affected citizens, and impacted communities).
- Conduct annual Title VI reviews of agency to determine the effectiveness of program activities at all levels.
- Conduct training programs on Title VI and other related statutes for agency employees.
- Prepare a yearly report of Title VI accomplishments and goals, as required.
- Develop Title VI information for dissemination to the public and, where appropriate, in languages other than English.
- Identify and eliminate discrimination.
- Establish procedures for promptly resolving deficiency status and writing the remedial action necessary, all within a period not to exceed 90 days.

Linda Gordon, Director, administers the Title VI Program and is the designated Title VI Coordinator. As the Title VI Coordinator, she oversees the day-to-day administrative requirements of Eureka County Senior Center's Title VI Program. The organizational chart does address to whom Linda Gordon reports and shows that she has access to the agency's highest authority and is attached as *Attachment B*.

## Internal and External Program Reviews

### Requirement

All subrecipients must include a description of their review and/or oversight process as part of their Title VI Plan.

### Reporting

Each year the Title VI Coordinator, Linda Gordon, Director, will review the Eureka County Senior Center's Title VI program to ensure implementation of the Title VI plan in all areas of the organization to ensure nondiscrimination. In addition, she will review Eureka County Senior Centers operational guidelines and publications, including those for contractors, to verify that Title VI language and provisions are incorporated, as appropriate.

Eureka County Senior Center is committed to nondiscrimination in all forms. Currently Eureka County Senior Center does not utilize contractors, consultants, or vendors.

## Data Collection

### Requirement

Federally assisted recipients, including subrecipients, are required to collect and maintain statistical data by race, color, national origin, and sex of affected communities, and participants and beneficiaries of federal aid. (49CFR 21.9 and 23 CFR 200.9)

Eureka County Senior Center

### Reporting

Eureka County Senior Center is guided by the Federal regulations to collect statistical data on the race, color, and national origin of participants in and beneficiaries of its programs. As required, Eureka County Senior Center will provide sign in sheets during Public Meetings and will include a space for participants to note race, color, and national origin. This information will be retained per the federal document retainage period guidelines and will be made available to authorizing agencies during reviews.

### Training

#### Requirement

23 CFR 200.9 (b) (9) States that FTA's Title VI designee shall be responsible for conducting training programs on Title VI and related statutes. NDOT provides training in Title VI and related programs annually.

NDOT requires all subrecipients to have an approved Title VI Staff Awareness training program in place and given annually. The training must cover Title VI regulations, Title VI elements, and Title VI authorities.

#### Reporting

Title VI Staff Awareness training program by means of in person, electronic, or a combination thereof, was approved by NDOT. Title VI Staff Awareness training will be held upon hire and annually thereafter. Supporting data of Title VI Staff Awareness annual training, such as sign in sheets, handouts, and content approval by the Nevada Department of Transportation is attached to this document as *Attachment C*.

### Complaint Procedures

#### Requirement

Federally assisted recipients and subrecipients must develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to members of the public upon request. Recipients must also develop a Title VI complaint form, and the form and procedure for filing a complaint shall be available on the recipient's website.

A list of any public transportation-related Title VI investigations, complaints, or lawsuits filed with the recipient since the time of the last submission must be retained. This list should include only those investigations, complaints, or lawsuits that pertain to allegations of discrimination on the basis of race, color, and/or national origin in transit-related activities and programs and that pertain to the recipient submitting the report, not necessarily the larger agency or department of which the recipient is a part.

#### Reporting

Eureka County Senior Center is committed to ensuring all its programs and activities are operated in a nondiscriminatory manner and uses a general discrimination complaint form which covers the Title VI requirements of race, color, and national origin. Eureka County Senior Center does not have any Title VI complaints or lawsuits during the reporting period.

Eureka County Senior Center

Any person who believes that they have been discriminated against on the basis of race, color, or national origin by Eureka County Senior Center, may file a Title VI complaint with the Eureka County Senior Center or the Nevada Department of Transportation by completing and submitting the Title VI Complaint Form. The Complaint Form is available at <https://www.eurekacountynv.gov/departments/senior-services/> or at our office and are available in English and Spanish. Complaint Procedures are attached as *Attachment D* and Complaint Forms are attached to this document as *Attachment E*.

*All Title VI complaints are forwarded to NDOT or to FTA for investigation within twenty-one (21) days of receipt of complaint.*

*Title VI Coordinator  
Eureka County Senior Center  
P.O. Box 278 20 W Gold Street  
Eureka, NV 83916  
(P) (775) 237-5597  
(F) (775) 237-6024  
Linda Gordon*

*Civil Rights Officer  
NDOT  
123 E. Washington Ave, Bldg. G  
Las Vegas, NV 89101  
(P) 702-730-3301  
(F) 702-486-0487  
Julie Boyster*

**Dissemination of Title VI Information**

**Requirement**

Primary recipients must assist their subrecipients in complying with DOT's Title VI regulations, including public posting requirements. All advertising policies and practices must ensure free and open competition. This also relates to requirements and practices involving the following licensing, bonding, prequalification, bidding, Title VI, and nondiscrimination assurances regarding race, color, and national origin.

**Reporting**

Information on the Eureka County Senior Centers Title VI program will be disseminated on the agency's website, <https://www.eurekacountynv.gov/departments/senior-services/>, in the lobby of any of the Eureka County Senior Center's buildings open to the public, to agency employees, contractors, and beneficiaries, available inside of any vehicle operated by Eureka County Senior Center, as well as to the public, at large, according to federal and state laws/regulations. The Title VI program will be available in other languages when needed.

In addition to language access measures, other major components of the Public Participation Plan include public participation design factors; a range of public participation methods to provide information, to invite participation and/or to seek input; examples to demonstrate how population-appropriate outreach methods can be and were identified and utilized; and performance measures and objectives to ensure accountability and a means for improving over time. Notice to the Public of their Title VI rights is attached as *Attachment F*.



Eureka County Senior Center

## Limited English Proficiency (LEP) and Language Assistance Plan (LAP)

### Requirement

Federally assisted recipients must take responsible steps to ensure meaningful access to benefits, services, information, and other important portions of its programs and activities for individuals who are Limited English Proficient (LEP). Recipients must use the information obtained in their Four-Factor Analysis to determine the specific language services that are appropriate to provide.

### Reporting

The Eureka County Senior Center is committed to assisting people who do not speak English or do not speak English well. Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English are limited English proficient, or LEP. These individuals may be entitled to language assistance with respect to a particular type of program, service, or activity. This section outlines the LEP protections and plans for compliance. Title VI and Executive Order 13166 prohibit recipients of federal financial assistance from discrimination based on national origin.

It is the policy of the Eureka County Senior Center to take reasonable steps to provide LEP individuals with meaningful access to all programs, services, or activities. The Eureka County Senior Center shall take reasonable steps to effectively inform the public of the availability of language accessible programs, services, and activities.

All vital documents will be translated into languages as identified by the agency's four-factor analysis and all other languages will be translated upon request.

Following federal guidance, a Four Factor Analysis has been completed to understand language need and allocate resources appropriately. It is attached as *Attachment G*.

## Environmental Justice

### Requirement

All subrecipients must include an Environmental Justice process as part of their Title VI Plan.

### Reporting

23 C.F.R 771, sets forth the policy of environmental analyses in a single process. It defines the roles and responsibilities of FTA and its grant applicants. In conjunction with EO 12898, the FTA outlines the consideration of Environmental Justice issues must be considered using an Environmental Impact Statement (EIS). The principles outline the identification of minority or low-income populations, and/or disproportionately high and adverse human health or environmental effects on these populations.

The Eureka County Senior Center is committed to Environmental Justice and ensuring meaningful access in our programs and services.

## Public Participation

### Requirement

All subrecipients must include a public participation plan as part of their Title VI Plan. Federally assisted recipients must also provide information to the public regarding their Title VI obligations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

At a minimum, recipients must disseminate this information to the public through measures including a posting on its website, and in public areas of the agency's office. Furthermore, notices will detail a recipient's Title VI obligations in languages other than English, as needed and consistent with the DOT LEP Guidance and the recipient's LAP.

### Reporting

The public outreach strategies employed by Eureka County Senior Center are often determined by circumstances unique to individual projects and typically include a mix of public hearings and stakeholder meetings or as applicable. Information is distributed via the Eureka County Senior Center website or social media websites, surveys, advertising, media outreach, community events, and targeted presentations. Eureka County Senior Center commitment to public participation is based firmly on the belief that public involvement fosters an open decision-making process that elicits active participation from affected individuals, groups, communities, and other public agencies.

## Review of Directives

### Requirement

All subrecipients must include a process to review internal directives, policies, and procedures for potential Title VI impacts as part of their Title VI Plan.

### Reporting

Eureka County Senior Center has submitted a review of agency directives as part of their Title VI plan. This consisted of review logs outlining the directives the Title VI Coordinator reviewed, and acted, if necessary, to ensure that discriminatory language or implications were absent from any changes in policy, procedures, or new directives. The Review of Directives Log is attached to this document as *Attachment H*.

## Compliance and Enforcement Procedures

### Requirement

All subrecipients must include compliance and enforcement procedures as part of their Title VI Plan.

### Reporting

The Eureka County Senior Center is committed to ensuring the required Compliance and Enforcement Procedures. At this time, the Eureka County Senior Center does not have any contractors, vendors, or consultants, however, were this to change, Eureka County Senior Center would expect and address all nondiscrimination efforts in all business relations. All

Eureka County Senior Center

procedures would outline the agency's commitment to compliance in all Title VI and other non-discrimination areas, such as ADA, DBE, and Contract Compliance.

### Requirements and Guidelines for Fixed Route Transit Providers

#### Requirement

The requirements described in this section applies to all providers of fixed route public transportation (also referred to as transit providers) that receive Federal financial assistance, inclusive of States, local and regional entities, and public and private entities. Contractors are responsible for following the Title VI Program(s) of the transit provider(s) with whom they contract. Transit providers that are subrecipients will submit the information required to their primary recipient (the entity from whom they directly receive transit funds) every three years on a schedule determined by the primary recipient. Direct and primary recipients will submit the information required in this chapter to FTA every three years.

All transit providers, whether direct recipients, primary recipients or subrecipients, that receive financial assistance from FTA are also responsible for following the general requirements in Chapter III of the FTA circular 4702.1B. The requirements in this chapter are scaled based on the size of the fixed route transit provider.

Providers of public transportation that only operate demand response service are responsible only for the requirements in sections 2 through 3.2.13. Demand response includes general public paratransit, Americans with Disabilities Act complementary paratransit, vanpools, and Section 5310 non-profits that serve only their own clientele (closed door service). Providers of public transportation that operate fixed route and demand response service, or only fixed route service, are responsible for the reporting requirements in this chapter, but these requirements only apply to fixed route service.

Requirement	Transit Providers that Operate Fixed Route Service	Transit Providers that Operate 50 or More Fixed Route Vehicles in Peak Service and are in a UZA of 200,000 or More in Population
Set system-wide Standards and Policies	Required	Required
Collect and Report Data	Not Required	Required: <ul style="list-style-type: none"><li>• Demographic and service profile maps and charts</li><li>• Survey data regarding customer demographics and travel patterns</li></ul>
Evaluate Service and Fare Equity Changes	Not Required	Required
Monitor Transit Service	Not Required	Required

If a transit provider operates fifty (50) or more fixed route vehicles in peak service and is located in and Urbanized Area (UZA) of 200,000 or more in population or has been placed in this category at the discretion of the Director of Civil Rights in consultation with the FTA

Eureka County Senior Center

Administrator, then the transit providers Title VI Program must contain all of the elements described in this chapter.

If a fixed route transit provider does not meet the threshold in the above paragraph, then the transit provider is only required to set system-wide standards and policies, as further described below.

FTA requires all transit providers to submit a Title VI Program to comply with DOT Title VI regulations; the threshold provides a distinction regarding the degree of evidence a fixed route transit provider to demonstrate compliance with those regulations.

As of the effective date of Circular (4702.1B), those transit providers that operate 50 or more fixed route vehicles in peak service and are located in a UZA of 2000,000 or more in population, are required to meet all requirements of Chapter 4 of the Circular (4702.1B) (i.e., setting service standards and policies, collecting and reporting data, monitoring transit service, and evaluating fare and service changes).

#### **Reporting**

The Eureka County Senior Center is a demand response provider.

## Attachment A Title VI Policy Statement

Title VI of the Civil Rights Act of 1964 states:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The AGENCY NAME is committed to complying with the requirements of Title VI in all of its federally funded programs and activities. For additional information about the Eureka County Senior Centers Title VI obligations, please contact (775)237-5597 or visit our website at <https://www.eurekacountynv.gov/departments/senior-services/> .

El Título VI de la Ley de Derechos Civiles de 1964 establece:

"Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, será excluida de participar, se le negarán los beneficios o será objeto de discriminación en ningún programa o actividad que reciba asistencia financiera federal". NOMBRE DE LA AGENCIA se compromete a cumplir con los requisitos del Título VI en todos sus programas y actividades financiados con fondos federales. Para obtener información adicional sobre las obligaciones del Título VI de los Centros para personas mayores del condado de Eureka, comuníquese con (775) 237-5597 o visite nuestro sitio webzine at <https://www.eurekacountynv.gov/departments/senior-services/> .

**Commented [JW1]:** This mut be translated into Spanish

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### Making a Title VI Complaint

Any person who believes he or she has been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint with the Eureka County Senior Center. Any such complaint must be in writing and filed with the Eureka County Senior Center within 180 days following the date of the alleged discriminatory occurrence. For information on how to file a complaint, please contact:

Title VI Coordinator  
Eureka County Senior Center  
P.O. Box 278 20 W Gold Street  
Eureka, NV 83916

### Presentar una queja del Título VI

Cualquier persona que crea que ha sido agraviada por una práctica discriminatoria ilegal según el Título VI puede presentar una queja ante el Centro para personas mayores del condado de Eureka. Cualquier queja de este tipo debe realizarse por escrito y presentarse ante el Centro para personas mayores del condado de Eureka dentro de los 180 días siguientes a la fecha del presunto suceso discriminatorio. Para obtener información sobre cómo presentar una queja, comuníquese con:

Title VI Coordinator  
Eureka County Senior Center  
P.O. Box 278 20 W Gold Street  
Eureka, NV 83916

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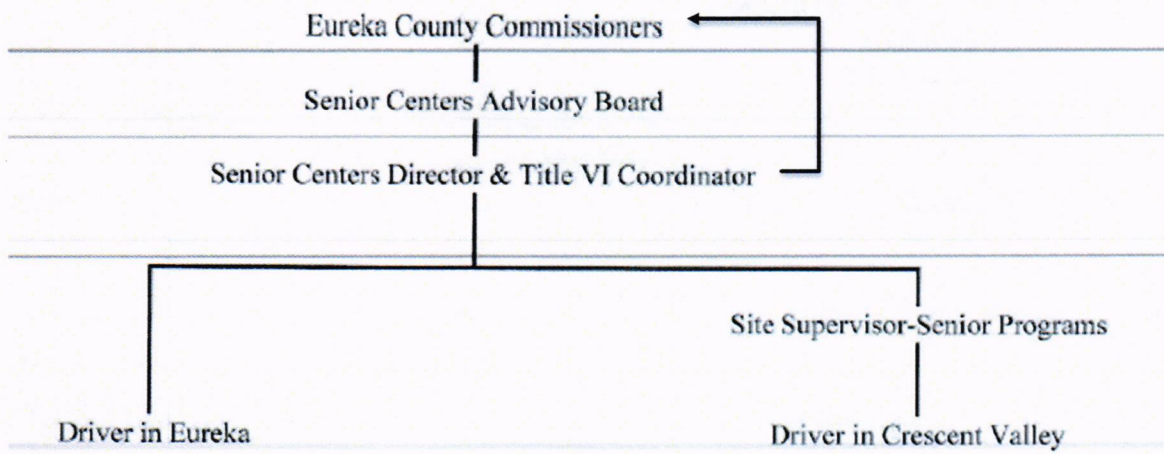
Signed by Eureka County Commissioner

Dated

pg. 14

**Attachment B**  
**Organization Chart**

**Organizational Chart**



**Attachment C**  
Title VI Training Approval Certification



Joe Lombardo  
Governor

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION  
1263 S. Stewart Street  
Carson City, Nevada 89712

Tracy Larkin Thomason, P.E., Director

In Reply Refer to:

8/20/2024

Linda Gordon  
Eureka County Senior Center  
P.O. Box 278 20 W Gold Street  
Eureka, Nv, 83915

RE: Title VI Training Approval

The Nevada Department of Transportation (NDOT), External Civil Rights Division has received the Title VI Training Program that your agency has submitted, as required by 23 CFR § 200. Based upon our analysis, we have determined that your Title VI Training Program meets the guidelines for content, and you may proceed with staff training.

Sincerely,

A handwritten signature in black ink, appearing to read "Teri Lewis".

Teri Lewis  
Title VI Manager  
Nevada Department of Transportation

## Attachment D Title VI Complaint Procedures

The complaint procedures are available on The Eureka County Senior Centers website and cover the following:

- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Civil Rights Restoration Act of 1973
- Civil Rights Restoration Act of 1987
- Americans with Disabilities Act of 1990
- Executive Order 12898
- Executive Order 13166
- 

Any person, specific class of persons, or entity that believes they have been subjected to discrimination as prohibited by the legal provisions of Title VI on the basis of race, color, or national origin status may file a formal complaint with the Eureka County Senior Centers Civil Rights Office. A copy of the Complaint Form is available on the Eureka County Senior Centers website and may be accessed electronically at:

<https://www.eurekacountynv.gov/departments/senior-services/>

### Title VI Complaint Reporting

The complaint must be filed within 180 days of the alleged discrimination and include the date the alleged discrimination became known to the complainant or the last date of the incident.

The complaint must be written and signed by the complainant and shall include:

- The Complainant(s) name, address, and phone number
- A detailed description of the alleged incident that led the complainant to believe discrimination occurred
- The date of the alleged act of discrimination, the date when the complainant(s) became aware of the alleged discrimination, the last date of the conduct or the date or the date the conduct was discontinued
- The names and job titles of those parties involved in the complaint
- The facts and circumstances surrounding the alleged discrimination and the basis of the complaint (i.e., race, color, national origin, sex, age, disability, income status or retaliation)
- Names and contact information of persons whom the investigator can contact for additional information to support or clarify the allegations
- Corrective action being sought by the complainant. Complaints may be filed by one of the following methods:
  - By completing and signing the Complaint Form and delivering it in person or by mail,



- By emailing or faxing the Complaint Form and sending the signed original to the Civil Rights Officer (CRO), or
- For the disabled, by calling the CRO where information obtained will be used to complete the Complaint Form and, subsequently, forwarded to the complainant for review, signature, and return.

Upon receipt of a completed complaint, the CRO will determine jurisdiction, acceptability or need for additional information and, within five days, acknowledge receipt of the complaint and the intended course of action.

- NDOT has sole authority for and will adjudicate all complaints filed against NDOT sub-recipients.
- Complaints against the Eureka County Senior Center in USDOT funded programs will be referred to NDOT and/or USDOT for processing.
- Complaints under all other federally funded programs fall under NDOT's authority and jurisdiction.

For acceptance, a complaint must be:

- Timely filed
- Involve a covered basis (i.e., race, color, or national origin)

Complaints may be dismissed if the complainant:

- Requests the withdrawal of the complaint
- Fails to respond to repeated requests for additional information
- Fails to cooperate in the investigation
- Cannot be located after reasonable attempts to reach the complainant have been made

Complaints that fall under the jurisdiction of USDOT - NDOT Civil Rights Officer, will forward a copy of the complaint and preliminary finding to USDOT-HCR within 60 days. Once USDOT-HCR issues its final decision, it will notify NDOT and, NDOT will notify all parties involved. All allegations of discrimination will be taken seriously, and every effort will be made to provide a fair and unbiased determination. In instances where there is dissatisfaction with NDOT's determination, the complainant may file a complaint directly with the appropriate USDOT modality:

- US Department of Transportation, Federal Highway Administration, Nevada Division  
705 Plaza Street #220, Ste. 220, Carson City, NV 89701
- US Department of Transportation, Federal Highway Administration, Office of Civil Rights  
1200 New Jersey Ave. SE, Washington, DC 20590
- US Department of Transportation, Federal Transit Administration FTA Office of Civil Rights,  
1200 New Jersey Ave. SE, Washington, DC 20590

Los procedimientos de queja están disponibles en el sitio web de los Centros para Personas Mayores del Condado de Eureka y cubren lo siguiente:

1. Título VI de la Ley de Derechos Civiles de 1964

**Commented [JW2]:** Esto debe ser traducido al español.

1. Sección 504 de la Ley de Rehabilitación de 1973
2. Ley de Restauración de los Derechos Civiles de 1973
3. Ley de Restauración de los Derechos Civiles de 1987
4. Ley de Estadounidenses con Discapacidades de 1990
5. Orden Ejecutiva 12898
6. Orden Ejecutiva 13166
- 7.

Cualquier persona, clase específica de personas o entidad que crea que ha sido objeto de discriminación según lo prohibido por las disposiciones legales del Título VI por motivos de raza, color o estado de origen nacional puede presentar una queja formal ante la Oficina de Derechos Civiles de los Centros para Personas Mayores del Condado de Eureka. Una copia del Formulario de Queja está disponible en el sitio web de los Centros para Personas Mayores del Condado de Eureka y se puede acceder a él electrónicamente en:

<https://www.eurekacountynv.gov/departments/senior-services/>

### Reporte de Quejas del Título VI

La queja debe presentarse dentro de los 180 días posteriores a la supuesta discriminación e incluir la fecha en que el denunciante tuvo conocimiento de la supuesta discriminación o la última fecha del incidente.

La queja debe ser escrita y firmada por el demandante y deberá incluir:

1. Nombre, dirección y número de teléfono del demandante
2. Una descripción detallada del presunto incidente que llevó al demandante a creer que hubo discriminación.
3. La fecha del presunto acto de discriminación, la fecha en que el demandante o los demandantes tuvieron conocimiento de la supuesta discriminación, la última fecha de la conducta o la fecha o la fecha en que se interrumpió la conducta
4. Los nombres y cargos de las partes involucradas en la queja
5. Los hechos y circunstancias que rodean la supuesta discriminación y la base de la queja (es decir, raza, color, origen nacional, sexo, edad, discapacidad, estado de ingresos o represalias)
6. Nombres e información de contacto de las personas con las que el investigador puede ponerse en contacto para obtener información adicional que respalde o aclare las acusaciones.
7. Medidas correctivas solicitadas por el demandante. Las quejas pueden presentarse por uno de los siguientes métodos:
  1. Al completar y firmar el Formulario de Queja y entregarlo en persona o por correo,
  2. Enviando por correo electrónico o fax el Formulario de Queja y enviando el original firmado al Oficial de Derechos Civiles (CRO), o
  3. Para los discapacitados, llamando a la CRO donde la información obtenida se utilizará para completar el Formulario de Queja y, posteriormente, se enviará al denunciante para su revisión, firma y devolución.

Al recibir una queja completa, el CRO determinará la jurisdicción, la aceptabilidad o la necesidad de información adicional y, dentro de los cinco días, acusará recibo de la queja y el curso de acción previsto.

1. NDOT tiene la autoridad exclusiva y adjudicará todas las quejas presentadas contra los subreceptores de NDOT.
2. Las quejas contra el Centro para Personas Mayores del Condado de Eureka en programas financiados por el USDOT se remitirán al NDOT y/o al USDOT para su procesamiento.
1. Las quejas bajo todos los demás programas financiados por el gobierno federal caen bajo la autoridad y jurisdicción del NDOT.

Para su aceptación, la reclamación debe ser:

1. Presentado a tiempo
2. Involucran una base cubierta (es decir, raza, color u origen nacional)

Las reclamaciones pueden ser desestimadas si el demandante:

1. Solicita el retiro de la denuncia
2. No responde a las repetidas solicitudes de información adicional
3. No coopera en la investigación
4. No se puede localizar después de que se hayan realizado intentos razonables para comunicarse con el demandante
- 5.

Las quejas que caigan bajo la jurisdicción del USDOT - Oficial de Derechos Civiles de NDOT, enviarán una copia de la queja y el hallazgo preliminar al USDOT-HCR dentro de los 60 días. Una vez que el USDOT-HCR emita su decisión final, notificará a NDOT y NDOT notificará a todas las partes involucradas.

Todas las acusaciones de discriminación se tomarán en serio y se hará todo lo posible para proporcionar una determinación justa e imparcial. En los casos en que no esté satisfecho con la determinación del NDOT, el demandante puede presentar una queja directamente con la modalidad apropiada del USDOT:

2. Departamento de Transporte de EE. UU., Administración Federal de Carreteras, División de Nevada 705 Plaza Street # 220, Ste. 220, Carson City, NV 89701
3. Departamento de Transporte de EE. UU., Administración Federal de Carreteras, Oficina de Derechos Civiles 1200 New Jersey Ave. SE, Washington, DC 20590
4. Departamento de Transporte de EE. UU., Administración Federal de Tránsito FTA Oficina de Derechos Civiles, 1200 New Jersey Ave. SE, Washington, DC 20590

**Attachment E**  
**Eureka County Senior Centers Title VI Complaint Form**

Title VI of the Civil Rights Act of 1964 states "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Please provide the following information necessary in order to process your complaint. Assistance is available upon request. Complete this form and mail or deliver to:

Eureka County Senior Center,  
Linda Gordon, Director, Title VI Coordinator  
P.O. Box 278 20 Gold Street  
Eureka, NV 83916

Complainant's Name (please print): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number (Home): \_\_\_\_\_ (Cell): \_\_\_\_\_

Person discriminated against (if other than complainant):

Name (please print): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number (Home): \_\_\_\_\_ (Cell): \_\_\_\_\_

Questions:

1. What was the discrimination based on? (Check all that apply):

Race  Color  National Origin

2. Date of incident resulting in discrimination? \_\_\_\_/\_\_\_\_/\_\_\_\_

3. Describe how you were discriminated against. What happened and who was responsible? For additional space, attach an additional sheet of paper or use the back of this form.

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4. Did you file this complaint with another federal, state, or local agency, or with a federal or state court?  
 YES                       NO

If your answer was yes to QUESTION 4, check each agency that a complaint was filed with:

Federal Agency       Federal Court     State Agency     State Court  
 Local Agency         Other

5. Provide the contact person information for the agency you also filed the complaint with:

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Date Filed: \_\_\_\_\_

Sign below and be sure to attach or provide any supporting information that you believe may support your claim.

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Complainant's Signature \_\_\_\_\_ Date \_\_\_\_\_

## Eureka County Senior Centers Title VI Complaint Form

**Commented [JW3]:** The entire Complaint Form needs to be Translated into Spanish.

El Título VI de la Ley de Derechos Civiles de 1964 establece: "Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, será excluida de la participación, se le negarán los beneficios o será objeto de discriminación en ningún programa o actividad que reciba asistencia financiera federal".

Proporcione la siguiente información necesaria para procesar su queja. La asistencia está disponible bajo petición. Complete este formulario y envíelo por correo o entréguelo a:

Centro para Personas Mayores del Condado de Eureka,  
Linda Gordon, Directora, Coordinadora del Título VI  
P.O. Box 278 20 Gold Street  
Eureka, NV 83916

Nombre del demandante (en letra de imprenta):

\_\_\_\_\_

Dirección: \_\_\_\_\_

Ciudad: \_\_\_\_\_ Estado: \_\_\_\_\_ Código Postal:

\_\_\_\_\_

Número de teléfono (casa): \_\_\_\_\_ (celular):

\_\_\_\_\_

Persona discriminada (si no es el demandante):

Nombre (en letra de imprenta):

\_\_\_\_\_

Dirección: \_\_\_\_\_

Ciudad: \_\_\_\_\_ Estado: \_\_\_\_\_ Código Postal:

\_\_\_\_\_

Número de teléfono (casa): \_\_\_\_\_ (celular): \_\_\_\_\_

Preguntas:

1. ¿En qué se basó la discriminación? (Marque todo lo que corresponda):

Raza  Color  Origen Nacional

2. ¿Fecha del incidente que resultó en discriminación? \_\_\_\_/\_\_\_\_/\_\_\_\_

3. Describa cómo fue discriminado. ¿Qué pasó y quiénes fueron los responsables? Para obtener espacio adicional, adjunte una hoja de papel adicional o use el reverso de este formulario.

\_\_\_\_\_

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1. ¿Presentó esta queja ante otra agencia federal, estatal o local, o ante un tribunal federal o estatal?  
 SÍ  NO

Si su respuesta fue afirmativa a la PREGUNTA 4, marque cada agencia ante la que se presentó una queja:

- Agencia Federal       Tribunal Federal       Agencia Estatal       Tribunal Estatal  
 Agencia local       Otros

2. Proporcione la información de la persona de contacto de la agencia ante la que también presentó la queja:

Nombre: \_\_\_\_\_

Dirección: \_\_\_\_\_

Ciudad: \_\_\_\_\_ Estado: \_\_\_\_\_ Código Postal: \_\_\_\_\_

Fecha de presentación: \_\_\_\_\_

Firme a continuación y asegúrese de adjuntar o proporcionar cualquier información de respaldo que crea que puede respaldar su reclamo.

\_\_\_\_\_  
Fecha de firma del demandante

## Attachment F Notice to the Public

The Eureka County Senior Center hereby gives public notice that it is the Eureka County Senior Center's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, Title II of the Americans with Disabilities Act of 1990 (ADA), and other related authorities in all of its programs and activities. Eureka County Senior Center's Title VI and ADA Programs require that no person shall, on the grounds of race, color, national origin, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Any person who believes his/her Title VI or ADA rights have been violated, may file a complaint. Any such complaint must be in writing and filed with Eureka County Senior Center's Civil Rights Office within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. For additional information about Eureka County Senior Center's Civil Rights programs and the procedures to file a complaint contact Eureka County Senior Center's Civil Rights Office via the information listed below:

Linda Gordon, Director, Title VI Coordinator  
P.O. Box 20 278 20 Gold Street  
Eureka, NV 83916  
775.237.5597  
LGordon@EurekaCountyNV.gov

El Centro para Personas Mayores del Condado de Eureka por la presente notifica públicamente que es política del Centro para Personas Mayores del Condado de Eureka asegurar el pleno cumplimiento del Título VI de la Ley de Derechos Civiles de 1964, el Título II de la Ley de Estadounidenses con Discapacidades de 1990 (ADA) y otras autoridades relacionadas en todos sus programas y actividades. Los programas del Título VI y la ADA del Centro para Personas Mayores del Condado de Eureka requieren que ninguna persona, por motivos de raza, color, origen nacional o discapacidad, sea excluida de la participación, se le nieguen los beneficios o sea objeto de discriminación en cualquier programa o actividad. Cualquier persona que crea que sus derechos del Título VI o de la ADA han sido violados, puede presentar una queja. Cualquier queja de este tipo debe ser por escrito y presentada ante la Oficina de Derechos Civiles del Centro para Personas Mayores del Condado de Eureka dentro de los ciento ochenta (180) días posteriores a la fecha del presunto suceso discriminatorio. Para obtener información adicional sobre los programas de Derechos Civiles del Centro para Personas Mayores del Condado de Eureka y los procedimientos para presentar una queja, comuníquese con la Oficina de Derechos Civiles del Centro para Personas Mayores del Condado de Eureka a través de la información que se indica a continuación:

Linda Gordon, Director, Title VI Coordinator  
P.O. Box 20 278 20 Gold Street  
Eureka, NV 83916  
775.237.5597  
LGordon@EurekaCountyNV.gov

**Commented [JW4]:** Esto debe ser traducido al español.



## Attachment G Four Factor Analysis

		Eureka County, Nevada Estimate	1000 or more of eligible Population	More than 5% of the eligible population and more than 50	More than 5% of the eligible population and less than 50	5% or less of the eligible population and less than 1000
<b>Speak only English</b>		1,516			75.8	
Spanish:		74				
Spanish:	Speak English less than "very well"	26	0	1.72%	0	0
French, Haitian, or Cajun:		0	0	0.00%	0	0
French, Haitian, or Cajun:	Speak English less than "very well"	0	0	0.00%	0	0
German or other West Germanic languages:		0	0	0.00%	0	0
German or other West Germanic languages:	Speak English less than "very well"	0	0	0.00%	0	0
Russian, Polish, or other Slavic languages:		0	0	0.00%	0	0
Russian, Polish, or other Slavic languages:	Speak English less than "very well"	0	0	0.00%	0	0
Other Indo-European languages:		0	0	0.00%	0	0
Other Indo-European languages:	Speak English less than "very well"	0	0	0.00%	0	0
Korean:		0	0	0.00%	0	0
Korean:	Speak English less than "very well"	0	0	0.00%	0	0
Chinese (incl. Mandarin, Cantonese):		0	0	0.00%	0	0
Chinese (incl. Mandarin, Cantonese):	Speak English less than "very well"	0	0	0.00%	0	0
Vietnamese:		9	0	0.59%	0	0
Vietnamese:	Speak English less than "very well"	0	0	0.00%	0	0
Tagalog (incl. Filipino):		0	0	0.00%	0	0
Tagalog (incl. Filipino):	Speak English less than "very well"	0	0	0.00%	0	0
Other Asian and Pacific Island languages:		0	0	0.00%	0	0
Other Asian and Pacific Island languages:	Speak English less than "very well"	0	0	0.00%	0	0
Arabic:		0	0	0.00%	0	0
Arabic:	Speak English less than "very well"	0	0	0.00%	0	0
Other and unspecified languages:		67	0	4.42%	0	0
Other and unspecified languages:	Speak English less than "very well"	0	0	0.00%	0	0

**Attachment H**  
**Review of Directives Log**

<b>Directive / Policy Title</b>	<b>Action Taken</b>	<b>Title VI Coordinator's Initials of Review</b>

# Title VI Training 2024

Eureka County Senior  
Center



# What is Title VI?

**Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. Section 2000d).**

**The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of Federal-aid recipients, and or contractors whether those programs and activities are Federally funded or not.**

**Executive Order 13166 placed renewed emphasis on Title VI issues, to ensure meaningful and equal access in programs and activities to persons with Limited English Proficiency (LEP).**

**Recipients of public transportation funding from Federal Transit Administration (FTA), and the Nevada Department of Transportation (NDOT), are required to develop policies, programs, and practices that ensure Federal Transit dollars are used in a manner that is nondiscriminatory as required under Title VI.**

# Key elements of the Title VI Program:

- **Public Notice: Eureka County Senior Center Title VI Program 2024**
  - Posted in Eureka Senior Center Main Office and online at <https://www.eurekacountynv.gov/departments/senior-services/>
  - Posted inside all vehicles that transport clients
  - Includes instructions on how a Title VI discrimination complaint can be filed
- **All vital documents are provided in English and Spanish:**
  - Policy Statement
  - Complaint Procedures
  - Complaint Form
  - Title VI Notice to the Public
- **All complaints, investigations and lawsuits must be reported to Linda Gordon (Senior Center Director).**

# YouTube Video on Title VI

<https://www.youtube.com/watch?v=lw0mefqIZ5Y>

**Questions? Please contact the Eureka County Senior Center Director  
Linda Gordon.**

**Contacts:**

**Senior Center Director**

**Linda Gordon**

**20 W. Gold Street**

**Eureka, NV 89316**

**775-237-559**

**Civil Rights Officer**

**Nevada Department of Transportation**

**123 E. Washington Ave, Bldg G**

**Las Vegas, NV 89101**

**702-730-3301**

# Ambulance Run Report

## August 2024

### Runs by City

Scene Incident City Name (eScene.17)	Number of Runs	Percent of Total Runs
Eureka	21	51.22%
Crescent Valley	8	19.51%
Beowawe	3	7.32%
Eureka Census Designated Place	5	12.20%
Crescent Valley Census Designated Place	2	4.88%
Dunphy	1	2.44%
Preston Census Designated Place	1	2.44%
	<b>Total: 41</b>	<b>Total: 100.00%</b>



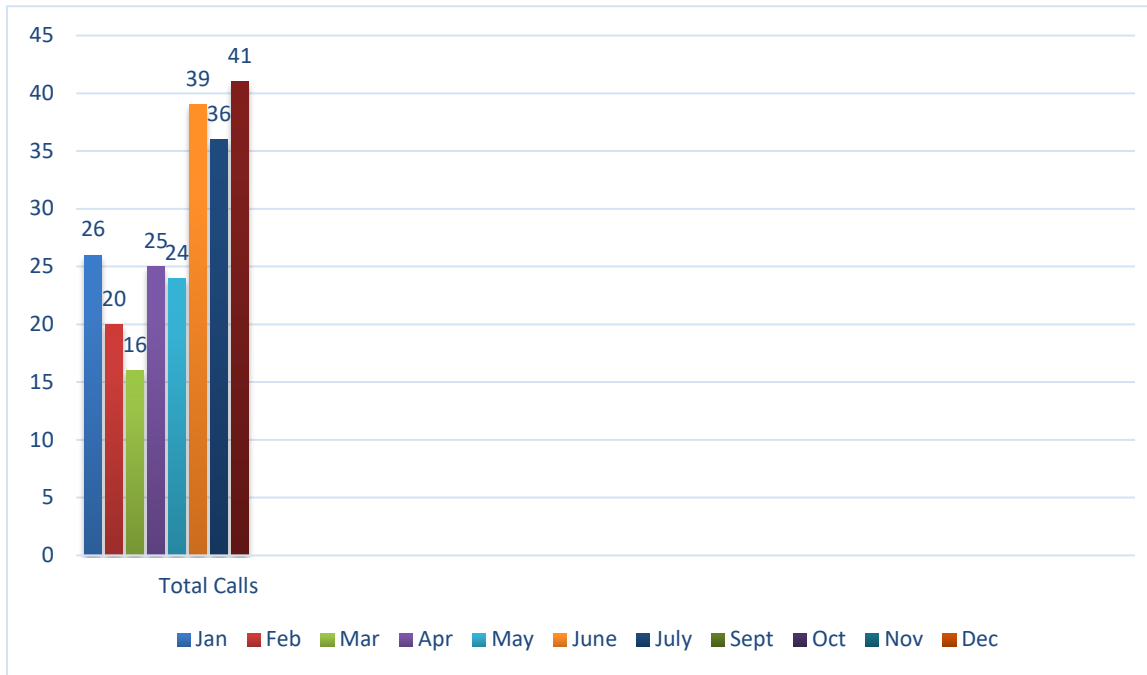
## Runs by Response Disposition

Disposition Incident Patient Disposition (eDisposition.12)	Number of Runs	Percent of Total Runs
Treated, Transported by This Unit	13	31.71%
Patient Treated, Released (AMA)	11	26.83%
Standby-No Services or Support Provided (Cancelled)	8	19.51%
Canceled on Scene (No Patient Contact)	3	7.32%
Canceled (Prior to Arrival / At Scene)	2	4.88%
Assist, Agency (Care Provided)	1	2.44%
Dead at Scene-Resuscitation Attempted	1	2.44%
Lift Assist	1	2.44%
Patient Evaluated, Refused Treatment and transport/AMA	1	2.44%
	<b>Total: 41</b>	<b>Total: 100.00%</b>

## Runs by Destination Name

Disposition Destination Name Delivered Transferred To (eDisposition.01)	Disposition Destination Code Delivered Transferred To (eDisposition.02)	Number of Runs	Percent of Total Runs
		27	65.85%
Battle Mountain General Hospital	90010	1	2.44%
Lander County EMS	09175	1	2.44%
MedXAirOne	A-08486	5	12.20%
Northeastern NV Regional Hospital	642	5	12.20%
REACH Air Ambulance	05448	2	4.88%
		<b>Total: 41</b>	<b>Total: 100.00%</b>

# 2024 Monthly Calls – Patient Contacts



Monthly	January	February	March	April	May	June
Calls-Pt Contacts	26	20	16	25	24	39

Monthly	July	August	September	October	November	December
Calls-Pt Contacts	36	41				

**EUREKA COUNTY  
PERSONNEL POLICIES**

**2024**

*Effective September 17, 2024~~July 7, 2024~~*

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*These are the personnel policies for Eureka County, identified as **employer** from this point forward throughout the document. Revisions to these policies will be distributed electronically via email. Keep your email address up to date with your **employer** by contacting the Human Resources Office at (775)237-5326.*

# **GENERAL PROVISIONS**

## **1.1. Purpose**

These policies are established to carry out the will of the employer's governing board, the Eureka Board of County Commissioners, to adopt uniform personnel policies that will enable each employee to make his/her fullest contribution to the programs and services of the employer. Each employee is responsible for reviewing and complying with the employer's personnel policies.

The employer retains the sole right to manage its affairs and direct its workforce within the existing framework of law (federal, state, and local), including but not limited to the right to plan, direct, and control its operations; to determine the location of its facilities; to determine working hours; to decide the types of services to be provided and the manner of providing them; to decide the work to be performed; to decide the method and place of providing its services; to determine the schedules of work; to hire, layoff, assign, transfer, and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to determine the starting and quitting times; to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations of its facilities and to require compliance therewith by employees; and to discipline and discharge employees. These management rights are not subject to any dispute resolution procedure.

## **1.2. Scope**

Nothing in these policies is intended to supersede applicable state or federal laws or administrative regulations/ordinances related to personnel matters. Nothing in department policy will supersede with the Eureka County Personnel Policy. Departments may have department specific policies and procedures provided they do not abolish, change, alter or modify the Eureka County Personnel Policy.

## **1.3. Computing Time for Notices**

Unless otherwise provided, the length of time for processing an action in these policies, days shall be counted beginning with the calendar day following mailing or delivery of notice and concluding at 5:00 p.m., on the last day to be counted. If the last day to be counted falls on a weekend or holiday, the period will end at 5:00 p.m. on the first business day following the last counted day.

## **1.4. Administration**

The employer reserves the right to change these personnel policies at any time pursuant to the process contained in the Eureka County Code. Nothing contained in these policies is intended to confer any property right in continued employment or imply a contract of employment.

All employees and volunteers of the employer are expected to read and familiarize themselves with the contents of these policies, including definitions. After receiving and reviewing these policies, each employee is expected to sign an acknowledgement form. The employee must return the signed acknowledgement form to the Human Resources for inclusion into his/her personnel file, and should keep the Human Resources informed of a valid email address for the employee to



receive policy revisions. Employees who fail to comply with these policies ~~will be~~ will be subject to disciplinary action, up to and including termination.

**1.5. Administrative Directive**

Human Resources shall have the authority and obligation to develop and disseminate clear administrative directives, interpretive memoranda, and other administrative procedures to execute these policies, and to implement the employer's personnel program on a consistent basis.

**1.6. Authority To Take Action**

The Board of County Commissioners, acting in a meeting as a Board, always retains the authority to act upon human resources related matters. The Board delegates authority to Human Resources in such matters impacting employees and/or supervisors of Eureka County, including elected officials. Human Resources will coach, consult, guide and advise employees, supervisors, including elected officials, and the Board on human resource matters, and will notify the Board when policies and procedures were not adhered to, or were interfered with or impeded. The Board expects all employees and/or supervisors, including elected officials, to adhere to the Eureka County Personnel Policies and consult with Human Resources on such matters. In consultation with Human Resources, the Board may consider certain actions when these policies and procedures are not adhered to by supervisors and elected officials. These actions may include, but are not limited to, the following: cancellation, reduction or suspension of present and future capital expenditure; immediate downward adjustment to departmental budgets; and/or the denial of vacancy requests and hiring freeze waivers.

**1.7. Change of Address**

It is the responsibility of each employee to keep the employer informed, in writing, of current address, including email address, telephone number, change of name, and any other information relating to employment status.

**1.8. Failure to Receive Notices**

Written communications to employees considered to be routine in nature shall be delivered by regular mail to the current address on record or via email. Written communications to employees identified as significant, important and/or time-sensitive shall be hand-delivered or sent by certified mail, return receipt requested, to the current address on record or via email utilizing the read receipt function. All written communications to applicants shall be hand-delivered or sent by U.S. mail to the address shown on the application for employment or sent via email as shown on the application. The employer is not responsible in the event mail is not received. It is the employee's responsibility to respond to all employer communications, including those mailed and/or emailed to the address on record, and the responsibility of the applicant to comply with all phases of the selection process within the specified time. Failure to respond for any reason, including failure to receive written notice, may have an adverse effect on an individual's employment status and/or result in disqualification from the selection and hiring process.

## 1.9. Personnel Files

### 1.9.1. *Guidelines*

**Employer** maintains job-related information for each employee throughout the course of his/her employment. Records are retained and destroyed in accordance with **employer** policies as well as federal and state laws governing record retention.

The types of files which may be maintained include:

- General employee personnel records such as application/resume, job offer letter(s), or contract(s), job descriptions, signed acknowledgement forms and/or agreements, performance records, disciplinary documents, training records, and other job related documents.
- Documents relating to recruitment and selection for each position filled such as job announcements, applications and resumes and interview questions and notes.
- Information regarding an applicant's background such as reference checks, conviction records and credit histories.
- Form I-9 for each employee (and supporting documentation, if retained)
- Records relating to pay including, but not limited to; timesheets, attendance records, payroll records, tax records (including W-4 forms), payroll deductions, direct deposit information and wage garnishments.
- Files relating to safety including, but not limited to; safety training records, occupational injury and illness reports, worker's compensation reports (no names listed); and reports related to exposure to toxic substance and/or blood-borne pathogens.
- Information regarding medical or psychological conditions or diagnoses such as doctor's note, FMLA forms, worker's compensation forms, and drug/alcohol test results.
- Documents related to an investigation including copies of complaints, investigation reports, witness statements and investigation notes, notices given to employees, other related documents.
- Documents related to grievance including, but not limited to; copies of grievance form, employee's request/appeal for grievance, witness statements and interview notes; copies of each response to the grievance from the organization; copies of requests from the employee to advance grievance to the next level in the appeals process; copies of all correspondence sent/received regarding processing the grievance; and other related documents.

### 1.9.2. *Master Personnel Files*

The employer shall maintain in a secure location a master personnel file for

each employee at the Office of the Comptroller and Human Resources. An employee's supervisor/ manager may elect to maintain for legitimate business purposes only a duplicate copy of the documents in a secure location; however, this does not supersede or eliminate the employer's need to maintain the master personnel file for each employee.

#### 1.9.3. *Employee Access*

An employee may view the contents of his/her master personnel file upon request in the presence of the Comptroller, Human Resources or his/her deputy or agent. An employee may request copies of any or all documents in his/her master personnel file, but may not remove any documents from the file. The employer will provide only one set of copies to the employee without charge per year. If the employee needs additional copies, s/he will be required to pay for them.

#### 1.9.4. *Negative Information*

The employer shall not put negative or derogatory material in an employee's master personnel file unless the employee has had a reasonable opportunity to review the material beforehand. The employer will require the employee to sign such material to acknowledge they have reviewed the material but do not necessarily agree with it. If the employee refuses to sign such material, the employer may place it in the employee's master personnel file with a dated notation that the employee refused to sign such material after having been given an opportunity to do so. Whenever possible, another supervisor or manager should be used as a witness to the employee's refusal, and should co-sign the entry along with the originating supervisor.

#### 1.9.5. *Employee Information Submitted*

Statements by an employee submitted in rebuttal to adverse material placed in his/her master personnel file will be included in the employee's master personnel file. The employer may place other information submitted by the employee in the master personnel file if the employer finds that such information is relevant to the employee's work history with the employer.

### **1.10. Confidential Information**

#### 1.10.1. *Identification and Access*

The following types of information are considered confidential and access to records is limited as listed below.

##### 1. Recruitment and Background Information

The following types of information and records concerning current employees, former employees, and applicants for employment are confidential:

- a. All information related to an employment application including, but not limited to, letters of reference, résumés, or his/her status as an applicant for employment.
- b. All information that the employer received or compiled concerning the qualifications of an applicant or an employee including, but not limited

to, reports by employers, law enforcement officials, or other individuals concerning the hiring, promotion, performance, conduct, or background of applicants or employees.

- c. Ratings, rankings, scoring sheets, or remarks by members of an evaluation board or individual interviewer, concerning an applicant or results from any testing or employment screening process.
- d. Materials used in employment examinations including answers, rating guides, score sheets, etc., on any written exam or rating criteria for interviews.
- e. The names of members of an evaluation panel and tests that are governed by confidentiality agreements.

Access to these confidential records are restricted to the following unless specifically provided in a separate policy:

- Employees with a business need-to-know in order to fulfill the responsibilities assigned by **employer**.
- The **employer's** manager/administrator, human resources director/manager or his/her designee.
- Persons authorized pursuant to any state or federal law or court order (i.e. governmental/legal/auditing/investigation agencies).
- Counsel retained by or on behalf of the **employer**; and
- Any other parties with whom the **employer** has contractual relationship in order to enable the **employer** to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the **employer**.

## 2. Personnel-related Information

The following types of personnel-related information are confidential:

Information maintained in an employee's master personnel file or record of employment which relates to his/her:

- a. Performance;
- b. Conduct, including any proposed or imposed disciplinary action taken;
- c. Protected class membership by federal and/or state law, date of birth or social security number;
- d. Past or present home address, telephone number, post office box, or relatives;
- e. All information concerning the voluntary or involuntary termination of an employee, other than the dates of actual employment and,
- f. The name of an employee's/former employee's designated beneficiary.

Access to these confidential records are restricted to the following

unless specifically provided in a separate policy:

- The employee;
- The employee's representative when s/he presents a current signed authorization from the employee;
- Employees with a business need-to-know, or as needed for a reasonable accommodation and human resources,
- Persons authorized pursuant to any state or federal law or court order,
- Counsel retained by or on behalf of the **employer**;
- **Employer's** workers' compensation carrier in order to address a claim filed for worker's compensation; and
- Any other parties with whom the **employer** has contractual relationship in order to enable the **employer** to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the **employer**.

### 3. Personnel-related Information

The following types of medical information are confidential:

- a. Pre-employment and post-employment medical and psychological examinations;
- b. Disability and documentation relating to reasonable accommodation requested or granted;
- c. Drug and alcohol testing;
- d. Genetic information;
- e. Pregnancy, health care provider's certification and other communication;
- f. Subsequent Injury Fund Questionnaire;
- g. Any other medical information that an employee or applicant has voluntarily provided or the employer has requested.

Note: Medical information shall be kept in files segregated from other personnel and employment records. Notations on attendance sheets that an employee took sick leave are not a confidential record.

Access to these confidential medical records is limited to:

- Supervisor/managers regarding necessary restrictions and accommodations in the employee's duties;
- First-aid and safety personnel;
- Government officials investigating compliance with applicable laws, on request;
- State worker's compensation office officials;

- Insurance company employees when the company requires a medical examination to provide health or life insurance;
- Employer's workers' compensation carrier in order to address a claim filed for worker's compensation.

The results of a physical examination administered pursuant to NRS 617 may only be provided to:

- The examining physician;
- The employee;
- The **employer's** officer who is responsible for risk management or human resources and/or his/her designee; and the insurer if an employee has filed a claim pursuant to NRS617.

#### 4. Investigations and Grievances

The employer shall keep all information and documents pertaining to an investigation separate from other personnel and employment records ensuring privacy of all employees, witnesses, and other individuals involved.

Grievance files that include notices, notes, and decisions of appeal will be maintained in a separate file

Access is limited to only those individuals with a demonstrable business need-to-know, including:

- The employee's manager/administrator, human resources director/manager, or his/her designee,
- Persons authorized pursuant to any state or federal law or court order,
- Counsel retained by or on behalf of the **employer**;
- Any other parties with whom the **employer** has contractual relationship in order to enable the **employer** to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the **employer**.

##### *1.10.2 Disposal of Personnel Records*

NRS 239B.030 states that government agencies shall ensure that personal information, defined as social security numbers, driver's license numbers, or bank account numbers, required to be maintained by state or federal statute and received after January 1, 2007, be maintained in a confidential manner.

If the agency has records containing personal information which is not required by specific state or federal statute and the information was received prior to January 1, 2007, the information may be obliterated or removed from documents and computer systems.

1. In compliance with the Fair and Accurate Credit Transactions (FACT)

Act Disposal Rule, the **employer** shall dispose of sensitive information derived from consumer reports to ensure there will be no unauthorized access to – or use of – any confidential information. “Consumer Reports” are defined as reports which contain information from a consumer reporting company, such as reports obtained from third party agencies who conduct employment background checks on behalf of the **employer**.

2. Sensitive information includes any and all documents containing employee information, which can include:
  - a. Employee name
  - b. Social security number
  - c. Driver’s license number
  - d. Phone number
  - e. Physical address
  - f. Email address
  - g. Personal bank account information
  - h. Any other personal identifiers

In addition, any identifying personal information, such as that described above and listed under item 3, which is stored on electronic files, shall be destroyed or erased so that the information cannot be read or reconstructed.

3. Method of disposal. The **employer** shall dispose of sensitive information by shredding or burning any and all documents which contain personal information. Although the law specifically applies to consumer reports and the information derived from consumer reports, the **employer** shall, in accordance with good personnel practices, properly dispose of any records containing employee personal or financial information. An electronic record must be destroyed in accordance with the applicable schedule in a manner that ensures the information cannot be retrieved or reconstructed, including, without limitation, overwriting, degaussing and the physical destruction of the storage media.

## EMPLOYEE RELATIONS

### 2.1. Fair Employment Practices

#### 2.1.1. *Policy*

The **employer** recognizes the fundamental rights of applicants and employees to be assessed on the basis of merit. Recognition of seniority and current employment with the **employer** may also be considered. Therefore, it is the policy of the **employer** to provide equal employment opportunity for all applicants and employees. The **employer** does not sanction or tolerate discrimination in any form on the basis of any protected class including, but not limited to; race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard or any other class that becomes protected by federal and/or state law.

The **employer** will:

1. Recruit, hire, train, and promote for all job classifications without regard to protected class membership as well as to ensure that all compensation, benefits, transfers, layoffs, return from layoffs, **employer**-sponsored training, social, and recreation programs will be administered in conformance with the **employer's** policy. In addition, the employer will not discharge, discipline, or discriminate against an employee who is a victim of domestic violence or whose family or household members are victims of domestic violence as provided for in NRS 613, discussed compensation as provided for in NRS 613, or used leave as a National Guard member as provided for in NRS 412.
2. 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, as amended, the Genetic Information Nondiscrimination Act of 2008, the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613), Nevada Revised Statutes regarding National Guard service (NRS 412.139/.1395), and any other applicable federal, state, and local statutory provisions.
3. Provide reasonable accommodation as required by law/statute wherever the need for such is known by the **employer**, and/or the applicant or employee indicates a need for such reasonable accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose a threat to the safety of him/herself or others. Reasonable accommodations will be considered for qualified individuals with a disability; sincerely held religious beliefs



and practices; pregnancy, childbirth, and pregnancy-related conditions; and domestic violence victims or whose family or household members are victims of domestic violence.

4. Hold all managers and supervisors responsible for ensuring that personnel policies, guidelines, practices, procedures, and activities are in compliance with federal and state fair employment practices, statutes, rules, and regulations.

#### 2.1.2. *Scope*

This policy applies to all persons involved in the operation of the **employer**, including all department heads and elected officials, and prohibits harassment, discrimination, and retaliation by any employee, including supervisors and coworkers, volunteers, customers or clients of the **employer**, and any vendor or other service provider with whom the **employer** has a business relationship. The **employer** will not tolerate instances of harassment, discrimination, or retaliation, whether or not such behavior meets the threshold of unlawful conduct. While single incidents of alleged harassment, discrimination, or retaliation may not be sufficiently severe or pervasive to rise to the level of being a violation of the law, the **employer** nevertheless prohibits such conduct and may impose appropriate disciplinary action, up to and including termination, against any employee engaging in such-

#### 2.1.3. *Equal Employment Opportunity Officer Designated*

The primary responsibilities for ensuring fair employment practices for the **employer** are promoted and adhered to are assigned to the **employer's** designated Equal Employment Opportunity (EEO) Officer. The **employer's** designated EEO Officer will also serve as the Americans with Disabilities (ADA) Coordinator, unless otherwise noted, and as such, also has responsibility for coordinating the **employer's** compliance with federal and state disability laws.— The designated EEO Officer for **employer** is an employee of Human Resources. The name and work telephone number of the designated individual will be posted on bulletin boards at **employer** work sites. In the event the designated EEO Officer is unavailable, an alternate designated by the Board of County Commissioners will be an alternate employee of Human Resources.

## 2.2. Anti-Harassment

### 2.2.1. *Policy*

**Employer** promotes a productive work environment and does not tolerate verbal, physical, written, or graphical conduct/behavior(s) that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment based on that person's protected class membership.

### 2.2.2. *Prohibited Conduct/Behavior(s)*

The **employer** will not tolerate any form of harassment, including any conduct/behavior(s) on the part of employees, volunteers, clients, customers, vendors, contractors, etc., that impairs an employee's ability to perform his/her duties. Examples of prohibited conduct/behavior(s)

include, but are not limited to:

1. Offensive verbal communication including slurs, jokes, epithets, derogatory comments, degrading or suggestive words or comments, unwanted sexual advances, invitations, or sexually degrading or suggestive words or comments.
2. Offensive written communication including notes, letters, notices, emails, texts, or any other offensive message sent by electronic means.
3. Offensive gestures, expressions and graphics including leering, obscene hand, finger, or body gestures, sexually explicit drawings, derogatory posters, photographs, cartoons, drawings, or displaying sexually suggestive objects or pictures.
4. Physical contact when the action is unwelcomed by recipient including brushing up against someone in an offensive manner, unwanted touching, impeding or blocking normal movement, or interfering with work or movement.
5. Expectations, requests, demands, or pressure for sexual favors.

#### 2.2.3. *Training*

The employer will provide training every year to all employees on the prevention of discrimination and prohibited conduct/behavior(s) in the workplace. All new employees will be provided a copy of this policy upon hire and the contents will be discussed during the new hire orientation process. New employees will participate in training on the prevention of discrimination and prohibited conduct/behavior(s) within one year. A copy of this policy will be made available to applicants upon request.

### **2.3. Dealing w/Allegations of Prohibited Conduct/Behavior(s)**

#### 2.3.1. *Process*

Employees or applicants who believe they are being subjected to any form of prohibited conduct/behavior(s) as described in this policy by another (e.g. employee, client, customer, vendor, volunteer, contractor, etc.) as well as those who believe they have witnessed another employee, client or member of the public being subjected to prohibited conduct/behavior(s), have an affirmative duty to bring the situation to the attention of the employer.

#### 2.3.2. *Employee Responsibilities*

Employees who believe they personally are being or have been subjected to prohibited conduct/behavior(s) and/or are the target of any form of prohibited conduct/behavior(s), or have witnessed any other employee being subjected to these behaviors, should immediately:

1. Identify the offensive conduct/behavior(s) to the alleged harasser and request that the behavior/conduct is unwelcome and must cease.

Note: An employee is NOT required to talk directly to the alleged harasser or to the employee's supervisor. It is critical, however, that the

employee contact one of the individuals listed in sections 2 or 3 below if s/he believes s/he is being targeted or has witnessed what the employee believes to be prohibited conduct/behaviors(s) directed to or committed by another

2. If the employee feels uncomfortable in speaking directly to the alleged harasser or if the employee requested the prohibited conduct/behavior(s) to cease, but the request did not produce the results desired, the employee should report the conduct/behavior(s) as soon as possible to any supervisor/ manager, employer's designated EEO Officer, or the alternate.

If the employee feels uncomfortable in speaking directly to the alleged harasser or if the employee requested the prohibited conduct/behavior(s) to cease, but the request did not produce the results desired, the employee should report the conduct/behavior(s) as soon as possible to any supervisor/manager, employer's designated EEO Officer, or the HR Representative.

3. Employees who believe the EEO Officer has engaged in prohibited conduct/behavior(s) should bring such concerns to the attention of the alternate EEO officer or the Chair of the County Commission. The Chair of the County Commission will designate an objective person to conduct an investigation of such allegations.
4. An employee who witnesses or obtains information regarding prohibited conduct/behavior(s) by his/her immediate supervisor is required to report the incident to the EEO Officer, or the alternate.
5. Applicants who have concern regarding violations of this policy are encouraged to contact the designated EEO Officer or the alternate.

#### 2.3.3. *Supervisor/Manager Responsibilities*

Regardless of whether the employee involved is in the supervisor's or manager's department and regardless of how s/he became aware of the alleged prohibited conduct/behavior(s), all supervisors and managers must immediately report all allegations or complaints or observations of such conduct/behavior(s) to the EEO Officer, or the alternate. The information reported must include:

- The persons(s) involved, including all witnesses;
- A written record of specific conversations held with the accused and any witnesses; and
- All pertinent facts, including date(s), time(s), and locations(s).

A supervisor's/manager's failure to immediately report such activities, complaints, or allegations will result in discipline, up to and including termination.

#### 2.3.4. *Investigation*

Upon being made aware of allegations or complaints of prohibited conduct/behavior(s), the **employer** will ensure that such allegations or complaints are investigated promptly. The **employer** treats all allegations or

complaints seriously and requires all employees to be candid and truthful during the investigation process.

The **employer** will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Employees will be requested to refrain from discussing the subject content with other employees or persons who may have information pertinent to the investigation throughout the course of the investigation particularly while the investigation is in progress. Employees shall be required, upon request, to provide information to regulatory agencies. The **employer** will release information obtained only to those individuals involved in the investigation and the administration of the complaint with a business need-to-know, or as required by law. Employees may be placed on administrative leave if determined to be in the best interest of the **employer**.

The **employer** will communicate to the individual who made the initial complaint, as well as the individual against whom the complaint was made, that the investigation is complete and appropriate action has been taken, if any.

If evidence arises that a participant in the investigation made intentionally false statements, that employee will be disciplined, up to and including termination.

If it is determined that a violation of this policy has occurred, the **employee** will be subject to disciplinary action. Such corrective action may include, but is not limited to, counseling, verbal warning, written reprimand, pay reduction, transfer, demotion, suspension without pay, or termination. The **employer** will also initiate action to deter any future prohibited conduct/behavior(s) from occurring.

With regard to disability-related complaints, the EEO Officer (when appropriate, working with the relevant supervisor, District Attorney and/or the complainant) shall propose a resolution to the complaint based upon the findings of such investigation. Such resolution will include reasonable accommodation when the **employer** determines that such a reasonable accommodation can be provided by the **employer**.

#### 2.3.5. *Prohibition Against Retaliation*

Retaliation is adverse treatment which occurs because of opposition to prohibited conduct/behavior(s) in the workplace. The **employer** will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been harassed, retaliated, or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the EEO Officer or alternative EEO Officer. The **employer** will promptly investigate and deal appropriately with any allegation of retaliation.

## 2.4. Employee Dating

### 2.4.1. *Policy*

The **employer** recognizes that an environment where employees maintain

clear boundaries between personal and workplace interactions is most effective for conducting business. This policy does not prevent the development of friendships or romantic relationships between employees. However, employees in supervisory/managerial positions are precluded from having a romantic relationship with any subordinate employee.

#### 2.4.2. *Employee Responsibilities*

1. Employees are prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on **employer** property, in an **employer** vehicle, or on **employer** business whether or not such physical contact occurs during work hours.
2. Violation of this policy could result in disciplinary action up to and including termination.

#### 2.4.3. *Supervisor/Manager Responsibilities*

1. Employees employed in supervisory/managerial positions are prohibited from engaging in a romantic relationship with a subordinate employee. Employees employed in supervisory/managerial positions need to be cognizant of their status as role models, their access to sensitive information, and their ability to influence others.
2. Violation of this policy could result in disciplinary action up to and including termination.

## 2.5. Employee Bullying

### 2.5.1. *Definition Policy*

Employer promotes a productive work environment and does not tolerate verbal, physical, non-verbal conduct/behavior(s); or work interferences that disrupt or interfere with another's work performance or that create an intimidating work environment.

Employer will not tolerate bullying behavior including, but not limited to, any conduct/behavior(s) on the part of employees, volunteers, clients, customers, vendors, and contractors, that impairs an employee's ability to perform assigned duties. Employees found in violation of this policy will be subject to disciplinary action, up to and including termination.

The **employer** defines bullying as repeated mistreatment of one or more persons by one or more perpetrators that takes one of the following forms:

- a. Verbal abuse;
- b. Offensive conduct/behaviors (including nonverbal, physical, and cyber-bullying) which are threatening, humiliating, or intimidating, or
- c. Work interferences, such as sabotage, which prevents work from getting done.

### ~~2.5.2. Purpose~~

~~The purpose of this policy is to communicate to all employees, including supervisors and managers, that the **employer** will not tolerate bullying behavior. Employees found in violation of this policy will be subject to disciplinary action, up to and including termination.~~

#### 2.5.3.2.5.2. Prohibited Behaviors/ Conduct

The **employer** considers the following types of behavior examples of bullying (this list is not all-inclusive):

- a. *Verbal Bullying*: Slandering, ridiculing or maligning an employee or his/her family; persistent name calling which is hurtful, insulting, or humiliating; yelling, screaming, and cursing; chronic teasing; belittling opinions or constant criticism.
- b. *Physical Bullying*: Pushing, shoving, kicking, poking, tripping; assault or threat of physical assault; damage to an employee's work area or property.
- c. *Nonverbal Bullying*: Nonverbal threatening gestures or glances which convey threatening messages; threatening actions; socially or physically excluding or disregarding a person in a work-related activity.
- d. *Cyber-bullying*: Repeatedly tormenting, threatening, harassing, humiliating, embarrassing, or otherwise targeting an employee using email, instant messaging, text messaging, social media, or any other type of digital technology.
- e. *Workplace Interference*: Sabotaging which prevents work from getting done; deliberately tampering with a person's work area or property; unreasonably assigning menial tasks outside of a person's normal job duties.

#### 2.5.4.2.5.3. Dealing with Allegations of Bullying

##### 1. Process

##### 2.i. Employee Responsibility

- a. ~~Employees or applicants who believe they are being bullied by another (e.g. employee, volunteer, customer, vendor, contractor, etc.), as well as those who believe they have witnessed another employee, volunteer, customer, or member of the public being subjected to bullying behavior, have an affirmative duty to bring the situation to the attention of the **employer**. An employee who believes they personally are being or have been subjected to prohibited conduct/behavior(s) and/or are the target of any form of prohibited conduct/behavior(s) or have witnessed any other employee being subjected to these behaviors, are encouraged to inform the alleged harasser/bully that the behavior/conduct is unwelcome and must stop.~~

Note: An employee is NOT required to talk directly to the alleged bully or to the employee's supervisor. It is critical, however, that employees who believe they have been targeted or have witnessed what the employee believes to be prohibited conduct/behavior(s) directed to or committed by another, contact one of the individuals listed in section 2 or 3.

- b. If the employee feels uncomfortable in speaking directly to the alleged bully or if the employee requested the prohibited conduct/behavior(s) to cease, but the request did not produce the desired results, the employee should report the conduct/behavior(s) as soon as possible to any supervisor/manger, employer's designated EEO Officer, or the HR Representative.
- c. An employee who believes the EEO officer has engaged in prohibited conduct/behavior(s) should bring such concerns to the attention of the alternate EEO officer or to the Chair of the County Commission who will designate an objective person to conduct an investigation of such allegations. Employees may also report the conduct/behavior(s) to the employer's attorney.
- d. An employee who witnesses or obtains information regarding prohibited conduct/behavior(s) by the immediate supervisor is required to report the incident to the EEO Officer or HR Representative.

### 3-ii. Supervisor/Manager Responsibilities

~~A supervisor/manager is required to report this information to the EEO Officer or the alternate immediately.~~  
a. Regardless of whether the employee involved is in the supervisor's or manager's department and regardless of how the supervisor/manager became aware of the alleged prohibited conduct/behavior(s), all supervisors and managers must immediately report all allegations or complaints or observations of such conduct/behavior(s) to the EEO Officer, HR Representative, department head, or Chair of the County Commission. The report shall contain all know information including:

- The person(s) involved
- A written record of any specific conversations held with the complainant(s) and other persons involved as applicable; and
- All known pertinent facts, including date(s), time(s), and location(s).

c.

## 4. 2.5.4 Investigation

Upon being made aware of allegations or complaints of bullying, the **employer** will ensure that such allegations or complaints are investigated ~~where deemed necessary promptly~~. The **employer** treats all allegations or complaints seriously and requires all employees to be candid and truthful during the investigation process. The EEO Officer or the alternate EEO Officer will identify the appropriate individual(s) to conduct the investigation.

The **employer** will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Employees will be required to refrain from discussing the subject content with other employees or persons who may have information pertinent to the investigation throughout the course of the investigation. Employees shall be required, upon request, to provide information to regulatory agencies. The **employer** will release information obtained only to those individuals with business need-to-know or involved in the investigation and the administration of the complaint, or as required by law.

~~The individual who made the initial complaint, as well as the individual against whom the complaint was made, will be made aware of the final determination by the **employer**.~~ The **employer** will communicate to the individual who made the initial complaint, as well as the individual against whom the complaint was made, that the investigation is completed and appropriate action, if any, has been taken.

If evidence arises that a participant in the investigation made intentionally false statements, that employee will be subject to disciplinary action, up to and including termination.

If it is determined that bullying has occurred, the **employer** will take appropriate action, up to and including termination. The **employer** will also initiate action to deter any future prohibited conduct/behavior(s) from occurring.

With regard to disability-related complaints, the EEO Officer (when appropriate working with the Chair of the County Commission) shall propose a resolution to the complaint based upon the findings of such investigation. Such resolution will include reasonable accommodation when the **employer** determines that such a reasonable accommodation can be provided by the **employer**.

#### 2.5.5. ***2.5.5 Prohibition Against Retaliation***

The **employer** will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been retaliated or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the EEO Officer or the alternate. The **employer** will promptly investigate and deal appropriately with any allegation of retaliation.

## **2.6. Employment Disabilities**

### **2.6.1. Policy**



It is the **employer's** policy to comply proactively with the applicable employment provisions of disability laws, including without limitation the Americans with Disabilities Act (ADA) as amended, and Nevada Law (NRS 613.310, NRS 281.370, and NRS 233.010). The **employer** does not tolerate discrimination against any qualified individual with a disability in regard to any terms, conditions, or privileges of employment and prohibits any type of harassment or discrimination based on the physical or mental disability, history of disability, or perceived disability of an individual holding or seeking employment with the **employer**.

The **employer** is committed to provide *reasonable* accommodation wherever the need for such is known to the **employer** or whenever the employee or applicant indicates a need for *reasonable* accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose an obvious threat to the safety of him/herself or others.

#### 2.6.2. *Determination of Disability*

In determining whether an employee or an applicant has a disability under the law, the employee/applicant must have a physical or mental impairment that substantially limits one or more life activities, have a record of such an impairment, or being regarded as having an impairment

#### 2.6.3. *Disability-Related Inquiries*

The **employer** shall adhere to the provisions of applicable laws regarding an **employer's** limitations on making disability-related inquiries or requiring medical examinations.

The **employer's** restrictions regarding disability-related inquiries and medical examinations apply to **all** employees/applicants, whether or not they have disabilities. A disability-related question to an applicant may be a violation of law, even though the applicant may not have a disability.

The **employer** may require the employee to provide a fitness-for-duty certification from an appropriate health care provider whenever the **employer** has reason to believe the employee may be unable to perform the essential functions of his/her job, pose a direct threat to him/herself or to others, and consistent with the business necessity of the employer.

#### 2.6.4. *Confidentiality of Medical Records*

The **employer** shall treat any medical information or genetic information obtained from a disability-related inquiry or medical exam, as well as any medical information voluntarily disclosed by an employee, as a confidential medical record. Confidential medical records also include medical information from voluntary health or wellness programs and the subsequent questionnaires that follow to track the efficacy of those programs. The **employer** will share such information only with appropriate supervisors, managers, qualified medical and safety personnel, and officials investigating compliance claims on a need-to-know basis. Such information may be disclosed to appropriate personnel or outside

consultants and attorneys in relation to any employment issue between the employee and the **employer**, if the medical records are relevant to any such dispute. Any medical information shall not be kept in or with the employee's personnel file. Such medical information shall be kept in a separate secure confidential medical file.

#### 2.6.5. *Accommodation*

##### 1. Accommodation for Applicants

Whenever an applicant requests accommodation in applying for, testing, or interviewing for a position with the **employer**, the **employer's** ADA Coordinator shall determine whether the request for accommodation for a covered disability is reasonable or if another type of accommodation can be provided. In making the determination of reasonableness, the ADA Coordinator may consider whether granting such requests might impose an undue hardship on the **employer**. For purposes of this policy, the EEO Officer or the alternate acts as the ADA Coordinator.

##### 2. Accommodation for Employees

When the **employer** has reason to believe an employee may need some type of accommodation to perform his/her essential job functions, the **employer** must initiate an interactive process with the employee to find out what accommodation the employee might need. Also, whenever an employee approaches his/her supervisor, the **employer's** ADA Coordinator, or any other manager within the **employer** requesting some type of accommodation, the **employer** will initiate the interactive process. Whenever a manager or supervisor becomes aware that an employee has requested or may require some type of accommodation, the manager/supervisor should promptly notify the ADA Coordinator. Upon learning of the employee's request for accommodation, the ADA Coordinator shall arrange to meet with the employee to discuss his/her accommodation request, the need for any reasonable documentation of the disability, the associated functional limitations, and the impact of the proposed accommodation on the **employer**. Review of an employee's particular situation by a health care provider may assist the organization in determining appropriate accommodation.

#### 2.6.6. *Requirements of Other Laws*

The **employer** may make disability-related inquiries and require medical exams that are required or necessitated by applicable laws or regulations; e.g., federal safety regulations, OSHA requirements.

## 2.7. **Pregnancy, Childbirth, and Related Medical Conditions**

### 2.7.1. *Policy*

It is the **employer's** policy to comply proactively with the applicable employment provisions of discrimination laws, including the Federal Pregnancy Discrimination Act (PDA) and Nevada Pregnant Workers' Fairness Act under NRS 613.

The **employer** is committed to provide reasonable accommodation whenever a female employee/applicant requests an accommodation for a condition of the employee relating to pregnancy, childbirth, or a related medical condition, provided that the individual is otherwise qualified to perform the essential functions of the assigned job, absent undue hardship. Related medical conditions include, without limitation, a physical or mental condition intrinsic to pregnancy or childbirth, including mastitis or other lactation-related medical condition, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, loss or end of pregnancy, and recovery from loss or end of pregnancy.

### 2.7.2. *Accommodation*

If a female employee/applicant requests an accommodation for a condition of the employee/applicant relating to pregnancy, childbirth or a related medical condition, the ADA Coordinator and employee/applicant shall engage in a timely, good faith and interactive process to determine an effective, reasonable accommodation.

Whenever a manager or supervisor becomes aware that a female employee has requested an accommodation, the manager/supervisor should promptly notify the ADA Coordinator.

Upon learning of the employee's request for accommodation, the ADA Coordinator shall arrange to meet with the supervisor and the employee to discuss her accommodation request, the need for an explanatory statement from the employee's physician concerning the specific accommodation recommended by the physician for the employee, and the impact of the proposed accommodation on the **employer**.

#### 1. Accommodation for Employees

Reasonable accommodations may include a change in the work environment or in the way things are customarily carried out that allows the employee to have equal employment opportunities, including the ability to perform the essential function of the position and to have benefits and privileges of employment such as:

- a. Modifying equipment or providing different seating;
- b. Revising break schedules, including the frequency and duration;
- c. Providing space, other than a bathroom, for expressing milk (see Leave for Nursing Mothers, policy 6.13);
- d. Providing assistance with manual labor if the manual labor is incidental to the primary work duties of the employee
- e. Authorizing light duty;
- f. Temporarily transferring employee to less strenuous/hazardous position;
- g. Restructuring position or providing modified work schedule; or

- h. Leave, with or without pay, if no other reasonable accommodation which would allow the employee to continue to work is available.

## 2. Accommodation for Applicants

Reasonable accommodations may include a modification to the application process for an applicant or the manner in which things are customarily carried out that allows the applicant to be considered for employment or hired for a position.

### 2.7.3. *Prohibitions*

The **employer** will not:

- a. Refuse to provide a reasonable accommodation unless the accommodation would impose an undue hardship.
- b. Take adverse employment action against an employee because the employee requests or uses a reasonable accommodation.
- c. Deny an employment opportunity to an otherwise qualified applicant because they have requested a reasonable accommodation.
- d. Require an employee or applicant to accept an accommodation she did not request or chooses not to accept.
- e. Require an employee to take leave if a reasonable accommodation is available that would allow the employee to continue working.

### 2.7.4. *Requirements of Other Laws*

The **employer** may make pregnancy-related inquiries and require medical exams that are required or necessitated by applicable laws or regulations; e.g., federal safety regulations, OSHA requirements.

### 2.7.5. *Notice Requirements*

The **employer** will provide a written or electronic notice to all new employees upon commencement of employment that they have the right to be free from discriminatory or unlawful employment practices pursuant to this act, the notice includes a statement that a female employee has the right to a reasonable accommodation for a condition of the employee relating to pregnancy, childbirth, or related medical condition. This notice will be provided within ten days after an employee notifies her immediate supervisor that she is pregnant. This notice will also be posted at conspicuous locations that are accessible to employees.

## 2.8. Reasonable Accommodation for Victims of Domestic Violence

### 2.8.1. *Policy*

It is the **employer's** policy to comply proactively with the applicable employment provisions of discrimination laws, including NRS 613, which set forth requirements for employers, absent creating an undue hardship, to provide reasonable accommodation to employees who are

victims of domestic violence or whose family or household members are victims of domestic violence. For the purpose of this policy, “family or household members” include the employee’s spouse, domestic partner, minor child, or parent or other adult person who is related within the first degree of consanguinity or affinity to the employee, or other adult person who is or was actually residing with the employee at the time of the act which constitutes domestic violence.

#### 2.8.2. *Accommodation*

1. Whenever a manager or supervisor becomes aware that an employee has a need for an accommodation due to domestic violence, the manager/supervisor should promptly notify the EEO Officer. The employer is committed to provide reasonable accommodation, as listed in the Accommodation Process section.
2. Upon learning of the employee’s need for accommodation due to domestic violence, the EEO Officer shall arrange to meet with the supervisor and the employee to discuss his/her accommodation request, the need for documentation that confirms or supports the reason the employee requires the reasonable accommodations, and the impact of the proposed accommodation on the **employer**.
3. Reasonable accommodations may include:
  - a. Transfer or reassignment;
  - b. A modified schedule;
  - c. A new telephone number for work; or
  - d. Any other reasonable accommodations which will not create an undue hardship deemed necessary to ensure the safety of the employee, the workplace, the **employer** or other employees.

#### 2.8.3. *Prohibitions*

The **employer** will not discharge, discipline, discriminate against, in any manner, or deny employment or promotion to, or threaten to take any such action against an employee because:

- a. The employee requested accommodation pursuant to this policy, or
- b. An act of domestic violence was committed against the employee at the workplace.

### 2.9. ~~Drug and Alcohol-Free Workplace Accommodation Process~~

- Accommodation for Applicants: Whenever an applicant requests accommodation for, testing, or interviewing for a position with the **employer**, the **employer’s** ADA Coordinator shall determine whether the request for accommodation for a covered disability is reasonable or if another type of accommodation can be provided. In making the determination of reasonableness, the ADA Coordinator may consider whether granting such requests might impose undue hardship on the **employer**.
- Accommodation for Employees: **Employer** shall provide a reasonable accommodation where the need for such is known by the **employer**, and the employee requests such reasonable accommodation, provided that the individual is otherwise qualified to perform the essential functions of the

assigned job and the employee's performance of the assigned job duties does not pose a threat to the safety of oneself or others. Whenever a manager/supervisor become aware that an employee has requested or may require some type of reasonable accommodation, the manager/supervisor shall promptly notify the ADA Coordinator, who shall arrange to meet with the supervisor and the employee to discuss the accommodation request, the need for any reasonable documentation to support the request, the associate functional limitations, and the impact of the proposed accommodation on the employer. Review of an employee's particular situation by a health care provider may assist the organization in determining appropriate accommodation.

## **2.9.2.10. Drug and Alcohol Free Workplace**

### **2.9.1.2.10.1. Policy**

The **employer** recognizes that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. This drug and alcohol-free workplace policy applies to volunteers as well as all employees.

1. The **employer** is committed to:
  - a. Maintaining a safe and healthy workplace for all employees and volunteers;
  - b. Assisting employees or volunteers who recognize they have a problem with drugs, prohibited substances or alcohol in receiving appropriate treatment;
  - c. Periodically providing employees and volunteers with information about the dangers of workplace drug abuse; and
  - d. When appropriate, taking disciplinary action for failure to comply with this policy.
2. The **employer** strictly prohibits the following behavior:
  - a. The use, sale, attempted sale, manufacture, attempted manufacture, purchase, possession or cultivation, distribution and/or dispensing of illegal drugs or prohibited substances by an employee at any time and in any amount. For the purpose of this policy, illegal drugs include those classified as such under local, state or federal laws. Prohibited substances includes medical and recreational marijuana, the use or possession of prescription medicines for which the individual does not have a valid prescription and the inappropriate use of prescribed medicines for which the employee has a valid prescription. The prohibition also includes using over-the-counter medications or consumer products not meant for human consumption contrary to instructions provided by the manufacturer. In addition, Eureka County has identified

synthetic drugs as a prohibited substance in both ordinance and policy. The **employer** prohibits employees from possessing open containers of alcoholic beverages while on the **employer's** premises and while on duty and from working with a blood-alcohol level of .02 or more at any time.

- b. Bringing alcohol, illegal drugs, and other prohibited substances which may impair the safety or welfare of employees or the public onto the premises controlled by the **employer** or placing those items in vehicles or equipment operated on behalf of the **employer**. An exception for allowing alcohol on **employer** premises is made for activities that are sanctioned or approved by the county, to include, but not limited to events that take place at the Opera House, Fairgrounds, Senior Center and Crescent Valley Community Center.
- c. Driving an **employer** provided vehicle while on or off duty with a blood alcohol level of .02 or more, or under the influence of an illegal drug or prohibited substance, regardless of the amount.
- d. Law enforcement personnel may possess and/or transport such substances as required in the course and scope of job-related functions.

### 3. Reporting Requirements

1. A supervisor who receives information or is a witness to any use of illegal drugs, prohibited substances or alcohol by an employee which violates **employer's** policies or the law, is required to report this information to his/her supervisor, and Human Resources immediately. The information reported must include:
  - The persons(s) involved, including all witnesses;
  - Any information gathered, such as actual observation of drug /prohibited substances/alcohol use, the presence of paraphernalia; observation of any unusual physical signs or behaviors;
  - A written record of specific conversations held with the accused and any witnesses;
  - All pertinent facts, including date(s), time(s), and locations(s).
2. An employee who witnesses or obtains information regarding drug/prohibited substance/alcohol use by his/her immediate supervisor is required to report the incident to that individual's supervisor and Human Resources.

4. Specimen collection, drug testing procedures, sample collection, and alcohol testing procedures will comply with all applicable

provisions of federal and state law.

- 5.. A positive test result for illegal drugs/prohibited substance/alcohol will be grounds for disciplinary action, up to and including termination.
- 6.. Employees in safety-sensitive positions as defined in 49 CFR Part 382, et seq., are subject to the Federal Department of Transportation (DOT) (49 CFR Part 40) and the Federal Motor Carrier Safety Regulations (FMCSR), as prescribed by the Federal Motor Carrier Safety Administration (FMCSA) (49 CFR Parts 382, 383, 387, 390-397, and 399), as well as the **employer's** Drug-and Alcohol-Free Workplace Policy.
7. The **employer** receives funding through federal grants and it's therefore subject to the Drug-Free Workplace Act of 1988. Marijuana (including medical and recreational marijuana), cocaine, opioids, amphetamines (including methamphetamines), phencyclidine (PCP), and methylenedioxy-methamphetamine (MDMA) are considered illegal Schedule I or II drugs through the Federal government. **Employer** is committed to a policy of a drug-and alcohol-free-workplace and employees may not have any detectable level of Schedule I or II drugs in their system while at work. However, this policy is adopted in compliance with requirements of NRS 453A.

#### 2.9.2-2.10.2. *Employee Responsibilities*

1. Each employee is responsible for meeting standards for work performance and safe on-the-job conduct.
2. Employees shall not report to work under the influence of alcohol, illegal drugs, prohibited substances or misused prescription(s) or over-the-counter drugs regardless of the amount.
3. Employees who suspect they may have a substance abuse problem are encouraged to seek counseling and rehabilitation from the **employer's** Employee Assistance Program (EAP) provider, substance abuse professional, or other treatment provider. The **employer's** medical insurance policy may provide for payment of some or all of the treatment costs.
4. It is the responsibility and obligation of employees in safety-sensitive positions to determine, by consulting a health care provider if necessary, whether or not a legal drug s/he is taking may/or will affect his/her ability to safely perform his/her job duties. An employee in a safety-sensitive position whose medication may affect their ability to safely perform their job must contact their supervisor or the Human Resources, who will attempt to find an appropriate alternative assignment. If none is available, the employee and the **employer** will take steps consistent with the advice of a health care provider which could include the use of sick leave or a leave of absence. If an



employee reports to work under the influence of prescription medication and, as a result, endangers him/herself or others, the employee will be disciplined, up to and including termination.

5. Each employee must report the facts and circumstances of any drug or alcohol arrest resulting from an incident that occurred while the employee was on duty. Each employee must report the facts and circumstances of any drug and alcohol conviction which may impact the employee's ability to perform the duties of his/her job. If duties involve driving a vehicle, the employee must report to his/her supervisor no later than five days after a conviction for driving under the influence (DUI), and revocation or suspension of the driver's license pending adjudication. The supervisor shall immediately notify Human Resources. Notification to **employer** must occur before resuming work duties or restriction, revocation or suspension. Failure to notify **employer** will result in disciplinary action, up to and including termination. A criminal conviction for violation of a drug or alcohol statute may lead to disciplinary action, up to and including termination, if the employee's action leading to the conviction violates the provisions of this policy or relates to an employee's ability to perform his/her job satisfactorily.
6. Employees in safety-sensitive positions identified by the **employer** are subject to random drug and/or alcohol testing as provided in this policy.
7. Employees must act as responsible representatives of the **employer** and as law-abiding citizens. It is every employee's responsibility to report violations of this policy to his/her immediate supervisor or to Human Resources. Such reporting is critical in preventing serious injuries or damage to the **employer's** property.
8. Employees who are required to submit to a drug/alcohol test must complete and sign a consent form. Employees acknowledge that by consenting to drug testing, they are waiving any expectation of privacy between the employer and employee in the information provided related to the drug/alcohol test. The remaining confidentiality provisions of this policy are not waived.

**Note:** Law enforcement employees and applicants for law enforcement positions are also subject to the Law Enforcement Department's Drug Testing Policy.

#### 2.9.3.2.10.3. *Department Head Responsibilities*

The department head or his/her designee is responsible for:

1. Authorizing the testing of employees.
2. Coordinating drug and/or alcohol testing.
3. Completion of a required consent form.

4. Notifying employees of positive test results and their right to a retest of the same sample.
5. Implementing disciplinary action against employees who fail to comply with provisions outlined in this policy.
6. Notifying the District Attorney of an employee's conviction of a federal, state or local drug and/or alcohol violation.
7. Ensuring that the drug and/or alcohol test forms and results are kept confidential and only provided to employees with a business need for the information.
8. Identifying safety-sensitive positions.
9. Notifying employees in department safety-sensitive positions that they are subject to random drug and/or alcohol testing.

#### 2.9.4.2.10.4. *Supervisor Responsibilities*

Supervisors are responsible for:

1. Determining if reasonable suspicion exists to warrant drug and/or alcohol testing and detailing, in writing, the specific facts, symptoms, or observations that are the basis for the reasonable suspicion.
2. Submitting the documentation immediately to the appropriate department head or designee.
3. Complying with all the appropriate provisions outlined in this policy that apply to supervisory personnel.

#### 2.9.5.2.10.5. *Employer Responsibilities*

The **employer**, through Human Resources, is responsible for:

1. Providing communication and training on this policy to include a training program to assist employees and supervisors to recognize the conduct and behavior that gives rise to a reasonable suspicion of drug and/or alcohol use by employees and how to effectively intervene.
2. Receiving and maintaining employee drug and alcohol testing records and files from all sources and assuring that they are kept confidential.
3. Making drug and/or alcohol testing and notice forms available.
4. Notifying appropriate department heads of positive results of drug and alcohol tests.
5. Administering the contract with a third party to provide drug and alcohol testing services.
6. Overseeing the administration of the **employer's** Drug- and Alcohol-Free Workplace Policy.
7. Requesting employee completion of the consent form.
8. Designating safety-sensitive positions.

9. Notifying department heads of their employees randomly selected for drug and/or alcohol testing.
10. Ensuring the administration of all pre-employment drug testing.

2.9.6-2.10.6. ***Employee Education***

The **employer** maintains information relating to the hazards of and treatment for drug- and alcohol-related problems. Proactive training and information shall be sponsored by the **employer periodically**. Any employee may voluntarily seek advice, information, and assistance. Medical confidentiality will be maintained consistent with this policy.

2.9.7-2.10.7. ***Employee Assistance and Voluntary Referral***

1. The **employer** strongly encourages employees who suspect they have substance abuse problems to voluntarily refer themselves to a treatment program. A voluntary referral is defined as being one that occurs prior to any positive test for illegal drugs, prohibited substance or alcohol under this policy and prior to any other violation of this policy, including a conviction of that individual for a drug- or alcohol-related offense. A decision to participate in the employee assistance or other treatment program will not be a protection or defense from discipline.
2. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. An employee who is being treated for substance abuse in a recognized rehabilitation program may, if the Americans with Disabilities Act as amended applies, be entitled to reasonable accommodation so long as the employee is conforming to the requirements of the program and is abstaining from the use of controlled substances and/or alcohol. These situations will be addressed on a case-by-case basis.
3. The cost of the drug or alcohol rehabilitation or treatment program shall be borne by the employee and, if applicable, the employee's insurance provider. All information regarding an employee's participation in treatment will be held in strict confidence. Only information that is necessary for the performance of business will be shared by the **employer**.

2.9.8-2.10.8. ***Reasonable Suspicion Testing***

1. When any supervisor has reasonable suspicion that an employee may be under the influence of alcohol, drugs, or prohibited substance the employee in question will be directed by the department head or designee or Human Resources to submit to drug and/or alcohol testing. This test may include a breath or blood test or urinalysis.
2. The supervisor shall be responsible to determine if reasonable suspicion exists to warrant drug and/or alcohol testing and shall be required to document, in writing, the specific facts, symptoms, or observations which form the basis for such reasonable suspicion. When possible, the documentation will be forwarded to the department head or designee to authorize the drug and/or alcohol test of an employee.
3. The department head or designee or Human Resources shall direct an

employee to undergo drug and/or alcohol testing if there is reasonable suspicion that the employee is in violation of this policy. The employee will be placed on administrative leave with pay pending the results of the test. An employee who is required to submit to reasonable suspicion testing:

- i. Must sign a consent form. By consenting to testing, the employee acknowledges that s/he is waiving any expectation of privacy between the employer and employee in the information provided related to the drug/alcohol test. The remaining confidentiality provisions of this policy are not waived.
  - ii. Will be immediately provided transportation by the **employer** to the location of the test.
  - iii. Will be advised to refrain from eating or drinking before being tested.
  - iv. Will be provided transportation by the employer or transportation arrangements will be made available by the employer after the employee submits to the test or refuses to be tested.
4. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
- a. Information provided either by reliable and credible sources or independently corroborated.
  - b. The first line supervisor or another supervisor/manager receives information from a reliable and credible source as determined by the department head that an employee is violating the **employer's** policy.
  - c. Direct observation of drug, prohibited substance or alcohol use while on duty.
  - d. The first line supervisor or another supervisor/manager directly observes an employee using drugs, prohibited substance or alcohol while an employee is on duty.
  - e. Employee admits using drugs, prohibited substance or alcohol prior to reporting to work or while at work.
  - f. Drug, prohibited substance or alcohol paraphernalia possibly used in connection with illicit drugs, prohibited substance or alcohol found on the employee's person or at or near the employee's work area.
  - g. Evidence that the employee has tampered with a previous test for drugs, prohibited substance or alcohol.
5. The following behaviors will also contribute toward reasonable suspicion and, collectively or independently, on a case-by-case basis may provide a sufficient reason for requesting a test for drugs, prohibited substances or alcohol:
- a. A pattern of abnormal or erratic behavior.

This includes, but is not limited to a single, unexplainable incident of serious abnormal behavior or a pattern of behavior which is radically different from what is normally displayed by the employee or grossly differing from acceptable behavior in the workplace.

- b. Presence of physical symptoms of drug and/or alcohol use.

The supervisor observes physical symptoms that could include, but are not limited to, glassy or bloodshot eyes, slurred speech, poor motor coordination, or slow or poor reflex responses different from what is usually displayed by the employee or generally associated with common ailments such as colds, sinus problems, hay fever, and diabetes.

- c. Violent or threatening behavior.

*First Incident:* If an employee engages in unprovoked, unexplained, aggressive, violent, and/or threatening behavior against any person, the department head or designee, or Human Resources may request that the employee submit to drug and/or alcohol testing.

*Second Incident:* Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent, or threatening behavior, upon a second or subsequent episode of similar behavior/conduct, the department head or designee, or Human Resources will request that the employee undergo drug and/or alcohol testing.

- d. Absenteeism and/or tardiness.

If an employee has previously received disciplinary action for absenteeism and/or tardiness, a continued poor record that warrants a second or subsequent disciplinary action may, in combination with other relevant behaviors, result in drug and/or alcohol testing.

#### 2.9.9-2.10.9. ***Post-Accident Testing***

1. ~~1.~~ Employees have the right and are encouraged to report all workplace accidents and injuries promptly and accurately.
  - Any accident that involves vehicles or facilities should be reported to Public Works to ensure equipment and facilities are in safe working order regardless of estimated cost of repair.
2. Each employee involved in an accident will be tested for illegal drugs, prohibited substances, and/or alcohol as soon as possible after the accident, but after any necessary emergency medical attention has been provided. Accidents that trigger testing are those that result in;
  - a. Death;
  - b. Medical treatment of employee or another individual, other than first-aid;
  - c. Loss of consciousness; or

- d. Property damage estimated to be valued at or in excess of ~~five hundred-one thousand~~ dollars (\$~~15000~~.00).

3. An employee who is subject to a post-accident test must sign a consent form. By consenting to testing, the employee acknowledges that s/he is waiving any expectation of privacy between the employer and employee in the information provided related to the drug/alcohol test. Must remain readily available for testing. An employee who leaves the scene without good reason 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.

An employee who is required to submit to post-accident testing will be immediately provided transportation by the **employer** to the location of the test and must refrain from consuming alcohol for eight hours following the accident or until the employee submits to an alcohol test, whichever comes first. Employee will be provided transportation by the **employer** or transportation arrangements will be made available by the **employer** after the employee submits to the test or refuses to be tested.

Upon completion of the test:

- a. If the employee caused or contributed to the accident, or the **employer** determined there is a risk to return him/her to work, the employee will be provided transportation to his/her home or the employer will make transportation arrangements, and the employee will be placed on administrative leave with pay pending the results of this test.
- b. If the **employer** determines the employee did not cause or contribute to the accident, the employee will be transported back to the work site (if medically able) and will resume work.

If the test comes back positive and the **employer** needs to conduct further investigation, the employee will be placed on administrative leave with or without pay.

Note: NRS 616C states a positive test for illegal drugs, prohibited substances (including marijuana), or alcohol per limits set forth in NRS 484C can cause the denial of workers' compensation claims. Employees acknowledge that by consenting to drug testing, they are waiving any expectation of privacy as to the sample provided. The remaining confidentiality provisions of this policy are not waived.

In the event an employee is so seriously injured that s/he cannot provide a blood, breath, or urine specimen at the time of the accident, the employee must provide necessary authorization, as soon as the employee's physical condition allows, to enable the **employer** to obtain hospital records or other documents that indicate the presence of drugs, prohibited substances or alcohol in the employee's system when the accident occurred.

In the event federal, state, or local officials conducted drug and/or alcohol testing following an accident, the employee will be required to

sign a release allowing the **employer** to obtain the test results from such officials.

~~2.9.10.2.10.10.~~ ***Safety-Sensitive Positions***

1. The **employer** may conduct random testing for drugs, prohibited substances and/or alcohol for positions identified as safety-sensitive by the **employer**. Successfully passing these tests is a condition of future or continued employment. Drug and alcohol testing of applicants and employees in safety-sensitive positions is mandatory and successfully passing these tests is a condition of future or continued employment.
2. Safety-sensitive positions mean positions which may, in the normal course of business:
  - a. Require the employee to operate the **employer's** vehicles or heavy equipment or private vehicle on company business on a regular and recurring basis; and/or
  - b. Involve job duties which, if performed with inattentiveness, errors in judgment or diminished coordination, dexterity, or composure, may result in mistakes that could present a real and/or imminent threat to the personal health and safety of the employee, coworkers, and/or the public, including positions that require use of dangerous tools/equipment; performance of job duties at heights; use of dangerous chemicals; or carrying firearms in the performance of job duties.
3. The **employer** shall maintain a list entitled "List of Positions Designated as Safety-Sensitive." The list shall be a public record.

~~2.9.11.2.10.11.~~ ***Pre-Employment Testing***

4. All applicants being considered for employment will be required to submit to a Swab Saliva test, hair or a urinalysis test for the detection of illegal drugs and alcohol as part of a post-offer, pre-employment drug and/or alcohol test. All such offers of employment are conditioned upon the ability to pass this test. Applicants for positions which require testing will be given a copy of the policy and must complete the **employer's** consent form.
5. An applicant refusing to complete any part of the testing will not be considered a valid candidate for employment with the **employer** and such refusal will be considered a withdrawal of the individual's application for employment. An applicant who refuses to test or tests positive shall not be considered for employment with the **employer** for at least twelve (12) months.

~~2.9.12.2.10.12.~~ ***Random Testing***

1. All employees in positions identified as safety-sensitive by the **employer** shall be subject to random testing for drugs, prohibited substances and alcohol.
2. Per DOT testing guidelines for CDL holders, the **employer** will test for drugs/prohibited substances, at a minimum, 50% of the average number of employee CDL positions each calendar year. The **employer** will

alcohol test, at a minimum, 10% of the average number of employee CDL positions each calendar year.

3. For all other safety-sensitive positions, the **employer** will test for drugs/prohibited substances, at a minimum 50% of the average number of employee positions designated as safety-sensitive each calendar year. The **employer** will alcohol test, at a minimum 10% of the average number of employee positions designated as safety-sensitive each calendar year.
4. The selection of employees for random testing shall be on a non-discriminatory basis and made from a computer-based random number generator that is matched with the employee's social security number. Random testing will be unannounced and the dates for administering the tests will be spread reasonably throughout the year. Random testing will be performed at any time while the employee is at work.
5. An employee selected for random testing shall proceed immediately to the test site and will be advised to refrain from eating or drinking prior to the test. An employee who engages in conduct which does not lead to testing as soon as possible after notification may be considered to have refused to be tested.
6. Employees selected for a random test but absent due to annual, sick leave, other leave, or on urgent **employer** business approved by their department head will not be notified to take the random test until the first day they return to work after random selection. Employees on unpaid leave will be removed from the random drug testing pool during that time-period.
7. Random selection may result in some employees being tested more than once each year; some may not be tested at all.

2.9.13.2.10.13. *Return-to-Work Testing/Follow-Up Testing*

1. If the **employer** agrees to continue employment, an employee who violates this policy and undergoes rehabilitation for drugs, prohibited substances or alcohol will, as a condition of returning to work, be required to undergo follow-up testing as established by the **employer**. The extent and duration of the follow-up testing will depend upon the safety and security nature of the employee's position and the nature and extent of the employee's substance abuse problem. The **employer** will review the conditions of continued employment with the employee prior to the employee's returning to work. Any such condition for continued employment shall be given to the employee in writing. The **employer** may consider the employee's rehabilitation program in determining an appropriate follow-up testing program.
2. Any employee subject to return-to-work testing that has a confirmed positive drug or alcohol test will be in violation of this policy and subject to termination.

2.9.14.2.10.14. *Consequence of Refusal to Submit to Testing/Adulterated Specimen*



The following shall be treated as a positive test and will result in disciplinary action, up to and including termination:

1. Refusal to submit to testing for drugs, prohibited substances and/or alcohol, or who consents to a test but fails to appear timely at the collection site, or who fails to give his/her sample after reasonable opportunity to do so, or engages in conduct which attempts to or does impact the validity of any such testing, will be treated as a refusal to submit to a test. Such refusal shall be treated as a positive test
2. Submission of an invalid, substituted, or adulterated specimen will be considered a refusal to test and such refusal shall be treated as a positive test
3. A diluted positive test result shall be treated as a positive test.

~~2.9.15~~2.10.15. *Testing Guidelines*

1. The **employer** may test for alcohol and illegal/prohibited substances including but not limited to:
  - Marijuana (THC)
  - Cocaine, including crack
  - Opioids, including heroin, codeine, morphine, hydrocodone, hydromorphone, oxycodone, and oxycodone
  - Amphetamines, including methamphetamines
  - Phencyclidine (PCP)

\*Tests for marijuana for workers' compensation purposes must be a blood test per requirements set forth in NRS 616C.230.
2. In addition to testing for the above substances, CDL holders are subject to testing for the following substances:
  - 6-Acetylmorphine
  - Methylenedioxy-methamphetamine (MDMA)
3. Where applicable, the **employer** will follow federal testing procedures for drugs and alcohol set forth by the Federal Department of Transportation (DOT) 49 CFR Part 40 and the Federal Motor Carrier Safety Regulations (FMCSR). These regulations may be amended from time to time.

~~2.9.16~~2.10.16. *Option for Drug/Prohibited Substance Retest*

1. In the event that an employee is required to submit to a screen test for drugs/prohibited substances within 30 days of employment, the employee shall have the right to submit an additional screening test, at his/her own expense, to rebut the results of the initial screening test. The **employer** shall accept and give appropriate consideration to the results of such a screening test. This provision does not apply to the

extent that is in consistent or otherwise conflicts with federal law or to a position funded by a federal grant.

2. In all other cases:
  1. No later than 72 hours after receipt of a positive drug test, an employee who tests positive may request a confirmatory retest of the same sample at his/her expense at a certified laboratory of his/her choice. If the confirmatory retest result is negative, the employer will reimburse the employee for that expense.
  2. Upon request, Human Resources will authorize the laboratory holding the employee's sample to release to a second laboratory, approved by the Department of Health and Human Services, a sufficient quantity of the sample to conduct a second testing analysis.
  3. The employee will be required to authorize the laboratory to provide the **employer** with a copy of its test results. The accuracy of the test results will be verified by the laboratory conducting the analysis. The results of the confirmatory test are final.

2.9.17-2.10.17. Requirement for Drug Retest

An employee who tests negative dilute will be required to immediately retest. The employee will:

1. Be given the minimum possible advance notice of retest,
2. Will be accompanied by a supervisor to the collection site, and
3. Will not be allowed to eat or drink between the period of being noticed of the retest and the actual test.

The retest will not be under direct observation unless directed so by Human Resources. If the retest is also negative dilute, the test will be considered negative and the **employer** will not conduct a third test unless directed to do so by Human Resources.

2.9.18-2.10.18. Searches

If the employer suspects that an employee is in possession of illegal drugs, prohibited substances, alcohol, or contraband in violation of this policy, the employer may request the individual to submit to a search of his/her person, personal effects, vehicles, lockers, desks, work areas, baggage, and employer quarters as outlines in the employer's Use of Employer Property and Premises and Search policies.

2.9.19-2.10.19. Violation of Policy

1. Employees in violation of the provisions of this policy will be subject to disciplinary action, up to and including termination.
2. An employee may be found to have violated this policy on the basis of any appropriate evidence including, but not limited to:
  - a. Direct observation of illegal use of drugs or use of prohibited substances, prohibited use of alcohol, or possession of illegal drugs, prohibited substances, alcohol or related contraband;

- b. Evidence obtained from an uncontested motor vehicle citation, or a conviction for use or possession of illegal drugs or prohibited substances or for the use, or being under the influence, of alcohol on the job;
  - c. A verified positive test result; or
  - d. An employee's voluntary admission.
3. Prior to determining its course of action, the **employer** may direct an employee who has tested positive to submit to an evaluation by a substance abuse professional. The evaluation will attempt to determine the extent of the employee's use of or dependence on the abused substance(s) and, if necessary, recommend an appropriate program of treatment.
  4. If an evaluation is conducted which results in a recommendation for treatment, continued employment may, but is not required, to be allowed if the recommended treatment is immediately begun and successfully completed. The treatment program may include, but is not limited to, rehabilitation, counseling, and after-care to prevent future substance use/abuse problems. The treatment program will **not** be at the **employer's** expense; however, employees may use benefits provided by applicable insurance coverage. Failure by the employee to enroll within the required timeframe in the recommended treatment program, to consistently comply with the program's requirements, to complete it successfully, and/or to complete any continuing care program shall be grounds for immediate termination from employment.
  5. When an employee is required to undergo treatment under this policy, the employee may be required to comply with the following as a condition of continued employment:
    - a. Monitoring of the treatment program and the employee's participation by the **employer**;
    - b. Submission to return-to-work testing as required under this policy and continuing follow-up testing as provided in the *Return-to-Work Testing/Follow-Up Testing, section 2.10.13*; and
    - c. Any other reasonable condition that the **employer** deems necessary to maintain a safe and healthy workplace for all employees.

Failure by the employee to enroll in a required treatment program, to consistently comply with the program requirements, to successfully complete the program, and/or to complete any continuing care program will be grounds for immediate termination of employment.

6. Disciplinary action will also be taken for any job performance or behavior that would otherwise be cause for disciplinary action.

2.9.20-2.10.20. Confidentiality

All medical and rehabilitation records are confidential medical records and may not be disclosed without the prior written consent of the patient/employee, authorizing court order, or otherwise as permitted by

state and federal law. All test results may only be disclosed to the employee; the appropriate medical and substance abuse treatment providers; the **employer's** attorney; an **employer** representative necessary to respond to an alleged violation of this policy; individuals within the **employer** who have a need-to-know of drug and/or alcohol testing results; and a court of law or administrative tribunal.

## **2.10.2.11. Prohibition of Workplace Violence**

### **2.10.2.11.1. Policy**

The **employer** is committed to providing for the safety and security of all employees, customers, visitors, and property.

### **2.10.2.11.2. Scope**

This policy applies to all employees, including full-time, part-time, casual/temporary/seasonal, and elected officials, as well as volunteers and contract employees and anyone else on the **employer's** property.

### **2.10.2.11.3. Implementation of Policy**

1. The **employer** will not tolerate any form of workplace violence including acts or threats of physical violence, intimidation, harassment, and/or coercion, which involve or affect the **employer** or which occur on property owned or controlled by the **employer** or during the course of the **employer's** business. Examples of workplace violence include, but are not limited to, the following:
  - a. All threats (including direct, conditional, or veiled) or acts of violence occurring on premises owned or controlled by the **employer**, regardless of the relationship between the **employer** and the parties involved in the incident.
  - b. All threats of any type or acts of violence occurring off the **employer's** premises involving someone who is acting in the capacity of a representative of the **employer**.
  - c. All threats of any type or acts of violence occurring off the **employer's** premises involving an employee of the **employer**, if the threats or acts affect the legitimate interests of the **employer**.
  - d. Any acts or threats resulting in a criminal conviction of an employee or agent of the **employer** or of an individual performing services for the **employer** on a contract or temporary basis which adversely affect the legitimate interests and goals of the **employer**.
2. Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:
  - a. Hitting, shoving, or otherwise assaulting an individual;
  - b. Direct, conditional, or veiled threats of harm directed to an individual or his/her family, friends, associates, or property;
  - c. The intentional or malicious destruction or threat of destruction of the **employer's** property, or property of another employee;

- d. Harassing or threatening phone calls, text messages, notes, letters, computer messages, or other forms of communication;
  - e. Harassing surveillance or stalking;
  - f. Unauthorized possession or inappropriate use of firearms, weapons, hazardous biological or chemical substances, or explosives while on **employer** business;
  - g. Displaying overt signs of extreme stress, resentment, hostility, or anger;
  - h. Making intimidating, abusive or threatening remarks;
  - i. Displaying irrational or inappropriate behavior.
3. The **employer** desires to detect and deter real, potential, or threatened violence. Every employee is required to report immediately any acts of violence or any threat of violence against any coworker, supervisor, manager, elected official, visitor, volunteer, other individual or property. Supervisory and managerial personnel who witness or become aware of any acts or threats of violence must notify their superior immediately. Every other person on **employer** property is encouraged to report incidents of threats or acts of violence of which s/he is aware.
  4. Reports of violence or threatening behavior should be made to Human Resources, an employee's immediate supervisor or manager, or any other supervisory or management employee. The **employer** is committed to ensuring that employees reporting real or perceived threats in good faith will not be subject to harassment or retaliation. Nothing in this policy alters any other reporting obligation established in the **employer's** policies or in state, federal, or other applicable law.

2.10.4.2.11.4. *Violation of Policy*

1. Violations of this policy by any employee will lead to disciplinary action, up to and including termination and/or appropriate legal action. The **employer** may also take appropriate disciplinary action against any employee who intentionally makes a false or malicious statement about coworkers or others.
2. Actions of law enforcement personnel which are necessary in the performance of their duties and are consistent with policies or sound law enforcement procedures shall not be considered to violate this policy. In addition, actions necessary for bona fide self-defense or protection of employees of the **employer** or of **employer** property shall not be considered to violate this policy.

2.10.5.2.11.5. *Temporary Restraining Orders*

1. The **employer** may apply for an order for protection against harassment in the workplace under the terms of NRS 33.200 – 33.360.

2.11.2.12. **Employment of Relatives**

Pursuant to the provisions of NRS 281.210, no officer or appointing authority of the **employer** may employ in any capacity on behalf of the **employer** any relative of such person who is within the third degree of consanguinity or affinity. Existing

employees may continue in their current position following the election or appointment of their relative to an appointing authority position.

In addition, no person shall be employed in a position if such employment would require supervision by a relative who is within the third degree of consanguinity or affinity. For purposes of this paragraph, supervision includes second or higher levels of supervision.

**(Example:** An employee reports to an immediate supervisor, who reports to a division manager, who reports to a department head. The employee may not be related within the third degree of consanguinity or affinity to the division manager or department head.)

### **2.12.2.13. Code of Ethical Standards**

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, **employer** demands 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.

The officers, employees, and volunteers of **employer** shall comply with the following provisions. This list is not all-inclusive, but simply provides the basic level of conduct expected.

- All elected and appointed officials and employees will conduct themselves with honesty and integrity in the course of performing their duties and responsibilities.
- They will act with care and diligence in the course of their employment.
- They will treat everyone, including coworkers, subordinates, supervisors, customers and the public, with the utmost professionalism and courtesy.
- They will comply with all applicable federal, state, and local laws.
- They will comply with any lawful and reasonable direction given by someone in the employer's agency who has authority to give the direction.
- They will maintain appropriate confidentiality.
- They will disclose, and take reasonable steps to avoid, any actual or potential conflict of interest in connection with their employment.
- They will use employer resources in a proper manner.
- They will not provide false or misleading information in response to a request for information that is made in connection with their employment.
- They will, at all times, act in a way that upholds the values and the integrity and good reputation of employer.
- They will comply with any other conduct requirement that is prescribed by the employer.

In addition, the **employer's** elected officials and all employees are required to comply with the provisions of NRS 281A.400 and NRS 281.230.

Employees who suspect violations of this policy must report the conduct/behavior(s) as soon as possible to any supervisor/manager or the HR representative.

The employer will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been retaliated against in any manner whatsoever should immediately notify Human Resources. The employer will promptly investigate and deal appropriately with any allegation of retaliation. In the event retaliation is substantiated, disciplinary action up to and including termination may be taken.

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

## **2.13.2.14. Political Activity**

### **2.13.1.2.14.1. Policy**

Employees shall not engage in political activity of any kind during working hours. This includes, but is not limited to: soliciting money, influence, service, or any other valuable thing to aid, promote, or defeat any political committee or the nomination or election of any person to public office. Wearing or displaying of apparel, buttons, insignia, or other items which advocate for or against a political candidate or a political cause is an example of prohibited political activity during work hours. Furthermore, no person shall attempt to coerce, command, or require a person holding or applying for any position, office, or employment, including a citizen requesting service supplied by **employer**, to influence or to give money, service, or other valuable thing to aid, promote, or defeat any political committee, or to aid, promote, or defeat the nomination or election of any person to public office.

Employees may not participate in any of the above-mentioned activities off duty while wearing a uniform, name tag, or any other item identifying them as a representative of the **employer**.

Employees are expressly forbidden to use any **employer** resources, including but not limited to: interoffice mail, email, telephone, fax machines, the Internet, or copy machines to engage in any political activity outside the approved scope of the employees' official duties.

### **2.13.2.2.14.2. Running for or Holding Political Office**

While employees are encouraged to participate in the political process, they must understand the **employer** also has an obligation to provide service to the public.

Employees who are seeking, or who have been elected or appointed to public office, shall not conduct any campaign related business while on duty.

If there is a conflict with, or the activities hinder the performance of the duties with **employer**, the employee will comply with one of the following: (final approval is at the **employer's** sole discretion)

- The employee will be expected to resign their position;

- The employee may apply and seek approval for use of accrued leave time, or;
- The employee may request unpaid leave.

The maximum duration of unpaid leave time granted will be 30 days. .

**Employer's** leave policies addressing continuation of health insurance, retirement benefits, accrual of additional leave time, and job and seniority status will be applied in this situation.

#### 2.13.3-2.14.3. *Election-Related Communication*

Pursuant to NRS 294A, any election-related communications published in support or of opposition to a candidate which contains official contact information of **employer** must state that the communication is not endorsed by, and is not an official publication, of **employer**.

#### 2.14.2.15. **Work Stoppage Prohibited**

No employee will instigate, promote, encourage, sponsor, or engage in any strike, picketing, slowdown, concerted work stoppage, sick out, or any other intentional interruption of work. Any employee who violates the provisions of this section will be subject to disciplinary action, up to and including termination.

#### 2.15.2.16. **Use of Employer Property and Premises**

##### 2.15.1-2.16.1. *Policy*

Employees will use the **employer's** property and equipment including, but not limited to, monies and funds, communication equipment, vehicles, tools, equipment, and facilities only for work-related purposes as directed or approved by the employer. When using **employer** property and equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions as well as comply with safety standards and guidelines. Employees will not misuse, destroy, or otherwise use in an improper or unsafe manner any property of the **employer**. Employees are prohibited from making unauthorized copies, any other unauthorized use of, or allowing or facilitating the unauthorized possession by others of **employer** keys or other access devices. Employees are prohibited from transporting non-employees in the **employer's** vehicles unless specifically authorized to do so by their supervisor.

##### 2.15.2-2.16.2. *Searches*

The **employer** may authorize the examination of lockers, desks, vehicles, and all other property and spaces owned or controlled by the **employer** to check for the presence of any unauthorized material, weapons of any type, or controlled substances including, but not limited to, alcohol, illegal drugs and prohibited substances. Prior notice to employees that **employer**-owned property or space is to be searched is not required, entrance onto or use of **employer** property is deemed consent.

If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate and will be escorted off the job site and disciplined, as appropriate. The **employer** may take whatever legal means are necessary, consistent with this policy, to determine whether unauthorized material, weapons of any type, or controlled substances are located or being used on **employer** premises. The **employer** may call upon



law enforcement authorities to conduct an investigation if deemed necessary.

Searches will be conducted by management personnel or law enforcement authorities and may or may not be conducted in the presence of the person whose work area is searched. Any suspected contraband will be confiscated and may be turned over to law enforcement as appropriate. Any person whose property is confiscated will be given a receipt for that property by the **employer's** representative conducting the search.

### 2.16.2.17. Phone Policy

The **employer's** policy covers phone usage while at work, including the use of cell phones while operating motor vehicles.

#### 2.16.1.2.17.1. *Personal Calls & Texts*

1. Personal phone calls, messages & texting, audio/video recording, and other features of employee's private cell phone or the **employer's** equipment, should be limited in use and duration and not be disruptive. Excessive personal communication can result in lost productivity and distract coworkers. **Employer**-issued cell phones are to be used only for official business reasons.
2. If an emergency situation arises and the **employer**-issued cell phone must be used for a personal call and the employee is not able to obtain prior authorization from a supervisor, the employee is required to notify the supervisor as soon as is practicable. The employee is required to furnish the reason for the call and, if requested, the number called. Violation of this policy may result in the employee being responsible for reimbursing any costs incurred.
3. Employees are expected to protect the **employer**-issued mobile equipment from loss, damage, or theft.
4. Due to the size and uniqueness of our community, it is accepted that there may be some personal cell phone use for emergency situations as well as some limited situations. This is not to be abused by the employee and will be monitored by the employee's supervisor.

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#### 2.16.2.2.17.2. *Cell Phone Use in Vehicles*

1. All employees are expected to follow applicable state and federal laws regarding the use of cell phones, or other hand-held devices at all times. Employees on duty and/or conducting official business at any time while operating motor vehicles are prohibited from using cell phones while the vehicle is in motion unless using a hands-free device. This includes dialing, answering, texting, and checking messages. Employees are neither required nor expected to use a cell phone while the vehicle is in motion. Safety must come before all other concerns.
2. Employees shall pull off the road and safely stop before placing or accepting calls, texting, and checking and responding to messages, unless they are using hands-free operations/devices.

3. This provision does not include passenger use of cell phones.
4. This prohibition is in effect regardless if the cell phone is issued by the employer or is privately owned by the employee.
5. An exception to this rule is the legitimate use of cell phones by specific departments and for specific reasons as established by each department and under NRS 484B.165(2). For example, the police, fire, ambulance, and EMT departments may operate vehicles while using cell phones only in direct response to emergency calls, but must always keep safety a paramount concern.

### 2.16.3-2.17.3. *Phone Use in Business Meetings*

Phone use during employer business meetings, to include texting, unless specifically required and authorized by the employer, should be limited and only work-related.

## 2.17.2.18. **Information Technology**

### 2.17.1-2.18.1. *Policy*

The **employer** requires employees to use information technology (computer systems, telecommunication and other devices, and electronic information/communication) responsibly and in a manner, which is not detrimental to the mission and purpose of **employer**. To maintain a level of professionalism, any publication through any means (electronic or otherwise) which is potentially adverse to the operation, morale, public perception or efficiency of **employer** will be deemed a violation of this policy.

Employees are prohibited from engaging in any conduct which would violate **employer** policy or procedure. Use of personal or **employer** cell phones or other electronic devices to engage in such conduct can create liability for **employer**, and as such, obligates **employer** to undertake reasonable procedures to investigate such allegations, including but not limited to inspection of such equipment. In the event an employee becomes the subject of such an investigation and the allegations include potential violations of **employer** policies, whether on work or personal time, and whether using **employer** or personal devices, the **employer** will undertake an investigation and inquiry by all means allowable under state and federal law.

Only authorized individuals shall develop and maintain **employer** internal (Intranet) and external (Internet-facing) web sites.

Eureka County IT Department shall define, implement and maintain processes and measures to ensure the existing employees are provided with security awareness on an ongoing basis. Appropriate information security awareness and training shall be imparted to users of information systems and assets on a periodic basis, and the level of training shall be determined by the job function and responsibilities.

All newly hired employees requiring access to **employer** information systems shall be required to agree and sign the Information

Technology/Computer Policy Acknowledgement Form which requires them to understand and comply with published information technology policies. They may also be required to complete the security awareness program.

The **employer's** IT Department shall administer and maintain administrative privileges for **employer** owned software. Department heads and designated personnel shall manage and maintain department specific software with IT Department oversight.

#### 2.17.2-2.18.2. Privacy

Employees should not expect privacy with respect to any of their activities when using the **employer's** computer and/or electronic and telecommunication property, systems, or services even when accessing from a personal device. Use of passwords or account numbers by employees does not create a reasonable expectation of privacy and confidentiality of information being maintained or transmitted. The **employer** reserves the right to review, retrieve, read, and disclose any files, messages, or communications that are created, sent, received, or stored in the **employer's** network, or on the **employer's** computer systems and/or equipment. The **employer's** right to review, also called monitoring, is for the purpose of ensuring the security and protection of business records, preventing unlawful and/or inappropriate conduct, and creating and maintaining a productive work environment.

The IT Department reserves the right to monitor its systems or networks, including the content of what is stored or communicated on such systems or networks subject to applicable laws. All users on **employer** systems or networks expressly consent to such monitoring. Subject to applicable laws, monitoring may include activity on any device used for **employer** work activity. All **employer** information, communications systems and networks belong to **employer**. Only authorized employees and users may access these systems for proper business purposes. Subject to any restrictions imposed by the respective department head or supervisor, employees are permitted incidental or occasional personal use of these networks and systems without any expectation of privacy.

The IT Department shall grant access to **employer**-owned networks, applications and systems to individuals with an approved business case; they will also provide all employees with a personal workstation login ID. Supervisors may sponsor other IDs to meet business requirements.

In accordance with provisions of NRS 613.135, the **employer** will not request user names and passwords for personal social media accounts and will not take any type of employment action against an employee who refuses to provide the user name and password for their personal social media account. Employees shall treat all passwords and other access-related items like access badges, security tokens and digital certifications, as confidential; passwords must be changed on a periodic basis whether enforced by the system or not; passwords should not be easily guessable and must meet minimum complexity requirements; passwords should not be stored in documents or spreadsheets in an unencrypted manner; passwords must not be shared. The user is responsible for all actions taken using his/her credentials.

2.17.3-2.18.3. Use

1. The computers, electronic equipment, associated hardware and software, including, but not limited to electronic mail (email or instant messaging “IM”) and access to on-line services, as well as voice mail, pagers, smart phones and faxes, even when accessed from a personal device, belong to the **employer** and, as such, are provided for business use. Acceptable use must be legal, ethical and show restraint in the consumption of shared resources. Very limited or incidental use of **employer**-owned equipment by employees for personal, non-business purposes is acceptable as long as it is:
  - a. Conducted on personal time (i.e., during designated breaks or meal periods);
  - b. Does not consume system resources or storage capacity;
  - c. Does not involve any prohibited uses; or
  - d. Does not reference **employer** or themselves as an employee without prior approval. This includes, but is not limited to:
    - i. Text which identifies employer.
    - ii. Photos which display employer logos, patches, badges, or other identifying symbols of employer.
    - iii. Information of events which occurs involving employer without prior approval, and.
    - iv. Any other material, text, audio, video, photograph, or image which would identify employer.
2. Employees loading, importing, or downloading files from sources outside the employer’s system, including files from the Internet, World Wide Web, social media sites, and any computer disk, must ensure the files and disks are scanned with the employer’s current virus detection software before installation and execution. Compliance to copyright or trademark laws prior to downloading files or software must be adhered to explicitly.
3. Employees may use information technology, including the Internet, World Wide Web, and social media sites during work hours on job-related matters to gather and disseminate information, maintain their currency in a field of knowledge, participate in professional associations, and communicate with colleagues in other organizations regarding business issues.
4. Employees may use information technology for applying for or administering grants or contracts for county government research programs or work related applications; communications with state agencies, other counties and businesses with which the **employer** conducts business.
5. An employee’s use of the **employer’s** computer systems, telecommunication equipment and systems, and other devices or the employee’s use of personally-owned electronic devices to gain access to **employer’s** files or other work-related materials maintained by

**employer** constitutes the employee's acceptance of this policy and its requirements.

**2.17.4.2.18.4. Prohibited Activities**

The following activities are strictly forbidden by this policy:

1. Violations of the rights of any person or entity protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including but not limited to the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by employer.
2. Unauthorized copying of copyrighted material including but not limited to digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which employer or the end user does not have an active license.
3. The installation of software on employer computers without the prior approval of the Information Technology (IT) Director is prohibited.
4. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, The IT Director should be consulted prior to export of any material that is in question.
5. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, email bombs, etc.).
6. Allowing access to confidential or proprietary information on employer systems. This includes family and other household members when work is being conducted at an employee's home.
7. Using employer equipment or systems to actively engage in procuring or transmitting materials that is in violation of sexual harassment or hostile workplace laws of the State of Nevada.
8. Making fraudulent offers of projects, items or services originating from any employer account.
9. Making statement about warranty, expressly or implied, unless it is a part of normal job duties.
10. Effecting security breaches or disruptions of network communication.
11. Port scanning or security scanning, unless conducted by the IT Director or third-party contractor authorized by the IT Director
12. Executing any form of network monitoring which will intercept data not intended for the employee's host unless performed by the IT Director or a third-party contractor authorized by the IT Director.
13. Circumventing user authentication or security of any host network or account, unless performed by the IT Director or a third-party contractor authorized by the IT Director.
14. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack,) unless

performed by the IT Director or a third-party contractor authorized by the IT Director.

15. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the internet/intranet/extranet, unless performed by the IT Director or a third-party contractor authorized by the IT Director.
16. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam,) unless performed by the IT Director. (e.g. Phish emails).
17. Any form of harassment via email, telephone or paging, whether through language, frequency or size of messages.
18. Unauthorized use, or forging, or email header information.
19. Solicitation of email from any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
20. Creating or forwarding "chain letters" or "Ponzi" or other pyramid schemes of any type.
21. Use of unsolicited email originating from within employer's networks or other Internet/intranet/extranet service providers on behalf of, or to advertise, any service hosted by employer or connected via employer's network.
22. Physical alteration or repair of any hardware or software such as computers, laptops, printers, fax machines, phones, online services, email systems, bulletin board systems, recording equipment, copiers, or any other software that is owned, licensed by or operated by employer, as well as monitors, mice, keyboards, etc.; users must report any problems with hardware or software to the employer IT Department.
23. Sending, receiving, or storing messages or images that a "reasonable person" would consider to be offensive, disruptive, harassing, threatening, derogatory, defamatory, pornographic, indicative of illegal or prohibited activity, or any that contain belittling comments, slurs, or images based on any protected class membership. Subscriptions to newsletters, advertising, "clubs," or other periodic email which is not necessary for the performance of the employee's assigned duties.
24. Engaging in but not limited to; political activities, solicitation or fund raising, for-profit activities unless specific to the mission or duties of the **employer**, religious activities, proselytizing or soliciting contributions, conducting outside employment in any manner and engaging in illegal, fraudulent, defamatory, or malicious conduct.
25. Violating intellectual property rights (copyright), information ownership rights or system security measures.
26. Writing or participating in blogs that injure, disparage, and/or defame the **employer**, members of the public, and/or its employees' reputations

by name or implication.

27. Downloading, uploading, or otherwise transmitting without authorization of the IT Director: confidential or proprietary information or material, copyrighted material, illegal information or material, sexually explicit material, pirated software or data, and music or video off of file sharing applications
28. Obtaining unauthorized access to other systems or using another person's password or account number without explicit authorization by the IT Department.
29. Improperly accessing, reading, copying, misappropriating, altering, misusing, or intentionally destroying the information/files of the employer and other users.
30. Loading unauthorized software or software not purchased or licensed by the employer.
31. Breaching or attempting to breach any security systems or otherwise maliciously tampering with any of the employer's electronic systems including, but not limited to, introducing viruses.
32. Using the employer's information technology for personal, non-business purposes in other than a limited or incidental way.
33. Opening, clicking-on, or downloading any suspicious or unusual electronic mail, attachment, or hyperlink.
34. Inserting a flash drive from an unknown source into the **employer's** computer/network.
35. Use of any encryption method not approved by the IT department or otherwise mandated by a state agency.
36. Engaging in modifying or reconfiguration of their Internet web browser connection options or email application account information without prior approval from the IT Department.
37. Each employee is to complete and sign an acknowledgment form after receiving this policy. Improper or prohibited use of the employer's property, systems, or services and any attempt to disable, defeat or circumvent any employer security facility, unless performed by the IT Director, will result in discipline, up to termination.

2.17.5.2.18.5. *Permitted Activities.*

Use of employer computers and electronic communications resources are for program and business activities of employer. All use of such resources shall be conducted in a framework of honest, ethical and legal activities that conform to applicable license agreements, contracts, and policies regarding their intended use. Although incidental and occasional personal use of the organization's communications systems are permitted, users automatically waive any rights to privacy.

2.17.6.2.18.6. *Protection of Computer Assets*

Users must not attempt to defeat or circumvent the security controls or safeguards that protect **employer's** computing, software, confidential

information and other assets. Users are responsible for physical security of the hardware assets and any other **employer** assigned equipment. Users must take additional steps to protect **employer** assets and confidential information in situations outside the office (e.g. traveling, working from home or travel to customer sites, etc). Users must also ensure that any laptop or storage device used for **employer** business purposes is properly encrypted to protect information in case of loss or theft. All lost or stolen **employer** assets must be reported within 24 hours either by directly notifying your supervisor or emailing the IT Department.

#### 2.17.7-2.18.7. *Local and Remote Connections to the Network*

Users shall not introduce unauthorized devices and connections, such as rogue wireless access points, dialup modems, and internet connections to the internal **employer** corporate data network. These devices and connections may introduce significant risk to the **employer's** network or systems. Only designated **employer** personnel using IT approved software may select and establish device connections to the internal network and remote access methods (e.g. Remote Desktop, VDI, VPN and Exchange webmail) from outside the **employer** network.

#### 2.17.8-2.18.8. *Unauthorized Software and Services*

The **employer** purchases standard software packages to meet specific job function and needs. Users must not download, install or otherwise introduce software packages, including freely-available packages, without prior authorization from the IT Department. Users should not upgrade or reconfigure core components of **employer** workstation images, including the operating system, unless prior approval has been granted. Users must not create or introduce malicious software on any **employer** system and should avoid using any unapproved software to conduct **employer** business. In many situations free and open source software can save money to the **employer** and provide functionality comparable to commercial software. In such situations, users must ensure the integrity of open source software and obtain prior approval from the IT Department prior to using them.

#### 2.17.9-2.18.9. *Internal Electronic Records Request*

Electronic records requests are applicable to any electronic information stored by the **employer**. This includes, but is not limited to, emails, files and video security footage. In no instance shall anyone other than the IT Department be allowed to view or obtain electronic records stored by the **employer**. In order for Department heads or supervisors to request electronic records from the IT Department an "Internal Electronic Records Request Form" must be submitted for internal review.

### 2.18-2.19. **Social Networking (Social Media) Policy**

#### 2.18.1-2.19.1. *Policy*

The **employer** takes no position on an employee's decision to start or maintain a blog or participate in other social networking activities. However, employees' use of social media can pose risks to **employer's** confidential and proprietary information and reputation, can expose **employer** to discrimination and harassment claims, and can jeopardize



**employer's** compliance with business rules and laws. To minimize these business and legal risks, to avoid loss of productivity and distraction from employee's job performance and to ensure that the **employer's** IT resources and communication systems are used appropriately as explained below, **employer** expects its employees to adhere to the following guidelines and rules regarding social media use. The **employer's** social networking policy includes rules, guidelines, and best practices for **employer**-authorized social networking and personal social networking and applies to all **employer** personnel policies.

#### 2.18.2.2.19.2. *General Provisions*

Social media includes all means of communicating or posting information or content of any sort on the Internet, including but not limited to, employee's own or employer's video or wiki posting, social networking, sites such as Facebook, LinkedIn and Twitter, personal blogs, personal websites, or other similar forms of online communication journals, diaries, or personal newsletters not affiliated with the **employer**.

Unless specifically instructed, employees are not authorized and, therefore, restricted to speak on behalf of the **employer**. Employees are expected to protect the privacy and well-being of the **employer** and its employees. Employees are prohibited from disclosing confidential employee and non-employee information as outlined in the Confidential Information policy and any other non-public information to which employees have access to the extent such discussion or disclosures are not protected under state or federal law.

#### 2.18.3.2.19.3. *Social Media Post Disclaimer*

Social media postings by employees from employer email addresses should contain the following disclaimer stating that the opinions expressed are strictly their own and not necessarily those of employer, unless the posting is in the course of business duties:

- Any views or opinions presented in this message are solely those of the author and do not necessarily represent those of employer. Employees of employer are expressly required not to make defamatory statements and not to infringe or authorize any infringement of copyright or any other legal right by electronic communications.

Any such communication is contrary to employer policy and outside the scope of the employment of the individual concerned. Employer will not accept any liability in respect of such communication, and the employee responsible will be personally liable for any damages or other liability arising.

#### 2.18.4.2.19.4. *Employer Monitoring*

Employees are cautioned there is no expectation of privacy while using the **employer's** Internet, equipment or facilities for any purpose, including authorized posting or editing to social networking sites. Employee's posting can be viewed by anyone, including the **employer**. The **employer** reserves the right to monitor its Internet, equipment and facilities that are

used to post comments or discussions about the **employer** or its employees on social network sites. The **employer** may use search tools and software to monitor use of its Internet, equipment and facilities for posting to social networking sites.

The **employer** reserves the right to use content management tools to monitor, review, or block content on **employer's** social networking sites that violate this policy. Employees consent to such monitoring by acknowledgement of this policy and use of the **employer's** IT resources and systems.

#### 2.18.5-2.19.5. *Reporting Violations*

The **employer** requests and strongly urges employees to report any actual or perceived violations of this policy to their immediate supervisor, manager, or Human Resources.

#### 2.18.6-2.19.6. *Violations of Policy*

The **employer** will investigate promptly and respond to all reports of violations of the social networking policy and other related policies. Violation of the **employer's** social networking policy may result in disciplinary action up to and including termination. The **employer** reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

#### 2.18.7-2.19.7. *Authorized Employer Social Networking*

The goal of authorized social networking is to become a part of the community conversation and promote web-based sharing and exchange of employer information and feedback from members of the public. Authorized social networking is used to convey information about **employer** operations and services; promote and raise awareness of the organizational culture; search for potential new equipment and training tools; communicate with other employees, members of the public, and interested parties; issue or respond to breaking news or other matters of public interest; and discuss organizational-specific activities and events.

When social networking, the **employer** must ensure that use of these communication paths maintain honesty, integrity, courteousness, and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace.

#### 2.18.8-2.19.8. *Rules and Guidelines*

The following rules and guidelines apply to entries made on all **employer**-related social networking sites.

Only authorized employees can prepare and modify content for the **employer's** social networking sites. If an employee is required to use social media as part of his/her job duties, for **employer's** marketing, public relations, recruitment, communications, or other business purposes, the content must be relevant, add value, and be approved by the **employer** in advance of posting. If uncertain about any information, material, or conversation, an employee will contact their immediate supervisor, manager, or Human Resources, to discuss the content.

Note that **employer** owns all social media accounts used on behalf of **employer** or otherwise for business purposes, including any and all log-in information, passwords and content. **Employer** owns all such information and content regardless of the employee that opens the account or uses it. And will retain all such information and content regardless of separation of any employee from employment with **employer**. If an employee's job duties require him/her to speak on behalf of **employer** in a social media environment, the employee must still seek approval for such communicating from his/her supervisor or manager, human resources, or designated EEO officer who may require the employee to receive training before posting and may impose certain requirements and restrictions regarding the employee's social media activities.

All employees must identify themselves as employees of the **employer** when posting comments or responses on the **employer's** social networking site. If an employee is contacted to comment about the **employer** for publication, including any social media outlets, the request should be directed to his/her immediate supervisor who will then determine the response to be provided on behalf of the **employer**.

Any copyrighted information where written reprint information has not been obtained in advance cannot be posted.

All employees of the **employer** are responsible for ensuring all social networking information complies with the **employer's** written policies. Management is authorized to remove any content posted on an **employer** social media site that does not meet the rules and guidelines of this policy, any other **employer** policy, or that may be illegal, prohibited, or offensive. Removal of such content will be done at the discretion of the **employer** without permission or advance warning.

The **employer** expects all **employer**-authorized guest to social networking sites to abide by all rules and guidelines of this policy. The **employer** reserves the right to remove, without advance notice or permission, all guest content considered malicious, defaming, obscene, threatening or intimidating. The **employer** also reserves the right to take legal action against guests who engage in prohibited or unlawful conduct.

Employees must not expose themselves or the **employer** to legal risk by using social media site in violation of its terms of use. Review the terms of use of all social media sites visited to ensure compliance with those terms of service.

#### 2.18.9.2.19.9. Personal Social Networking

The **employer** respects the right of employees to and use social networking sites and does not want to discourage employees from self-publishing and self-expression. However, employees are expected to follow the rules and guidelines as set forth in this policy to provide a clear line between the employee as the individual and/or as an employee of the **employer**. In accordance with the provision of NRS 613.135, the **employer** will not request usernames and passwords for personal social media accounts. This policy applies to all board members, management, employees and volunteers.

The **employer** does not discriminate against employees who use these sites for personal interests and affiliations or other lawful purposes.

Commenters are personally responsible for his/her commentary on social networking sites and can be held personally liable for commentary that is considered malicious, defamatory, obscene, threatening, intimidating or libelous by any offended party; not just the **employer**. Remember that what is published might be available to be read by the masses (including the **employer**, future employers, and social acquaintances) for a long time. Employees should keep this in mind before posting content.

Employees are prohibited from using **employer** equipment, including computers, licensed software or other electronic equipment, or facilities on work time to conduct personal social networking activities. Employees are prohibited from using his/her work email address to register on social networking sites utilized for his/her personal use.

Employees shall not use social networking sites to harass, threaten, discriminate, or disparage against employees or anyone associated with or doing business with the **employer**. Social media should never be used in a way that violates any other employer policies or employment obligations. If an employee's social media activity would violate any of the employer's policies in another forum, it will also violate them in an online forum.

If employee chooses to identify him/herself as an employee of **employer**, note that some readers may view him/her as a spokesperson for the **employer**. Because of this possibility, employee is required to state his/her views expressed on the social networking site belongs to the employee alone and is not reflective of the **employer** or of any person or organization affiliated or doing business with the **employer**.

Employees should use good judgement about what is posted on social media and remember that anything posted can reflect on the **employer**, even if a disclaimer is used. Employees should always strive to be accurate in their communications about **employer** and remember that posted statements and materials have the potential to result in liability for the employee and the **employer**. **Employer** encourages professionalism and honesty in social media and other communications.

Employees cannot post the name, trademark, or logo of the **employer** or any business with a connection to the **employer**. Employees cannot post **employer**-privileged information, including copyrighted information or **employer**-issued documents.

Authorized employees posting to **employer**-owned social media accounts may not post photographs of other employees, volunteers, members of the public, vendors and suppliers, on the **employer** premises, nor can employees post photographs of persons engaged in **employer** business without prior authorization by their immediate supervisor, manager, or Human Resources.

Employees cannot post any advertisements or photographs of **employer** products and services, nor use the **employer** in advertisements without disclosing the employee's connection to the **employer**.

Employees cannot link from a personal social networking site to the **employer's** internal or external websites.

This policy is not intended to restrict communications or actions protected or required by federal or state law.

If contacted by the media, press, or any other public news source about employees' post that relates to **employer** business, employees are required to obtain written approval from the immediate supervisor, manager, or Human Resources prior to responding on behalf of the **employer**.

The **employer** will not tolerate any retaliation by management or by any other employee against an employee who reported a violation of this policy or cooperating with an investigation. Any employee who believes he/she has been retaliated against in any manner whatsoever should immediately notify the EEO Officer or alternative EEO Officer. The **employer** will promptly investigate and deal appropriately with any allegation of retaliation.

#### **2.19.2.20. Use of Tobacco**

The **employer** is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. As required in accordance NRS 202.2483 (Nevada Clean Indoor Air Act), smoking in any form, including electronic smoking devices and similar products, is prohibited within any building owned, leased, contracted for, and utilized by the **employer**. This prohibition extends to areas that are routinely or regularly used by employees, including but not limited to: work areas, restrooms, hallways, employee lounges, cafeterias, conference and meeting rooms, lobbies, reception areas, and vehicles **employer** owns or uses. The **employer** may designate an outdoor smoking area for its employees. The **employer** shall not allow the use of smoking tobacco during staff and training meetings.

#### **2.20.2.21. Outside Employment**

##### **2.20.1.2.21.1. Policy**

In order to maintain a work force that is available to provide proper services and carry out functions of the **employer**, employees are prohibited from engaging in outside employment which presents a real or potential conflict with or negatively impacts their employment with the **employer**.

##### **2.20.2.2.21.2. Conflicting Employment**

Outside employment may be classified as in conflict with the **employer's** interests if it:

1. Interferes with or negatively impacts the employee's ability to perform his/her assigned job.
2. Prevents the employee's availability for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job.
3. Is conducted during the employee's work hours.
4. Requires the services of other employees during their normally

scheduled work hours.

5. Makes use of the employer's telephones, computers, supplies, or any other resources, facilities, or equipment.
6. Is represented as an activity of the employer or an activity endorsed, sanctioned, or recommended by the employer.
7. Takes advantage of the employee's employment with the employer, except to the extent that the work with the employer may demonstrate expertise or qualification to perform the outside work.
8. Requires the employee to schedule time off at specific times that could disrupt the operation of the employer.
9. Involves employment with a firm that has contracts or does business with the employer. Exceptions to this policy have been identified in Section 2.11, Code of Ethical Standards.
10. Negatively impacts the public's perception of the integrity or credibility of the employer.

~~2.20.3-2.21.3.~~ ***Procedure***

1. An employee must request written approval from his/her supervisor or manager for outside employment, including self-employment. The proposed outside employment may not be construed as an extension of his/her duties or responsibilities with the employer.
2. In order to determine if there is a conflict with the employee's duties, the supervisor or manager may request information, such as:
  - a. The outside employer's name;
  - b. Nature of the work performed by the outside employer;
  - c. Whether the activity of the outside employment require employee to disclose information obtained with employer and/or impair employee's independence or ethics;
  - d. Proposed work schedule;
  - e. Job location; and
  - f. Duties to be performed.
3. The outside employment can only be denied if the supervisor determines it will pose a conflict with their county employment. If the request is denied the employee may request and the employer will grant a review by the department head or designee whose decision will be final.
4. The **employer** may withdraw approval of the outside employment if conflict is determined.
5. Employees who engage in outside employment which is prohibited by this policy are subject to discipline, up to and including termination.
6. Provisions of policies and procedures of the Sheriff's Department may provide additional restrictions or conditions for approval of outside employment and will remain in effect as they are currently written or as they may be modified.

## 2.21.2.22. Personal Appearance

### 2.21.1.2.22.1. Policy

1. Each employee is expected to dress and groom appropriately for the job, presenting a clean, safe, and neat appearance. An employee unsure about whether attire or grooming is appropriate should consult with his/her supervisor or manager.
2. Employees working in office areas should dress professionally. Appropriate attire includes, but is not limited to, slacks, khakis, Capri or crop pants (if they portray a business appearance), work appropriate jeans, knit blouses or tops, dress shirts, polo and cotton shirts, skirts and dresses, turtlenecks, sweaters, loafers, and sandals.
3. For those employees who do not have direct contact with the public, dress should still be neat and clean and pose no safety hazard to themselves or others.
4. Field employees are required to wear the assigned work uniform provided by the **employer**. If a work uniform has not been assigned, employees may wear jeans and T-shirts as well as shorts. Any employee who performs any work assignments in the field must wear closed-toe shoes. Long hair must be tied back to ensure the employee's personal safety. Loose clothing or dangling jewelry that poses a safety hazard to employees also is prohibited.
5. Under no circumstances may employees wear halter tops, strapless tops, spaghetti straps, cropped tops, clothing with offensive wording (sexually-related references or inappropriate language) or that promotes the use of illegal drugs, prohibited substances or alcohol, clothing that shows undergarments (sheer), torn clothing, clothing with holes in it, or tight-fitting, revealing, or oversized clothing. All clothing must be clean, neat, and fit properly. Safe, neat, and clean shoes should be worn at all times.
6. For all employees, professional appearance means that the **employer** expects employees to maintain good hygiene and grooming while working. Facial hair is permitted as long as it is neat and well-trimmed. Earrings in the earlobe are acceptable; however, gauges, extenders, and/or O-rings must be removed while working. Rings/studs through the nose, eyebrow, tongue, or body parts other than the ear lobe that are visible to the public may not be worn while working. Tattoos that are offensive in nature (sexually-related references, inappropriate wording, and the promotion of illegal drugs or prohibited substances is prohibited) must be covered at all times. Employees are expected to be conservative in the wearing of makeup, scented products, and hairstyles.
7. If an employee requires a reasonable accommodation regarding his/her personal appearance for bona fide legal reasons, s/he should contact his/her supervisor or manager to discuss an exception to the personal

appearance guidelines. Unless it would constitute an undue hardship or safety hazard, the **employer** will accommodate such requests.

#### 2.21-2.22.2. **Enforcement**

1. All employees should practice common sense rules of neatness, good taste, and comfort. Provocative clothing is prohibited. **Employer** reserves the right to determine appropriate dress at all times and in all circumstances.
2. When the **employer** believes an employee's dress or grooming does not comply with the personal appearance guidelines, the immediate supervisor will discuss the issue with the employee. If continued counseling fails to result in the desired response, the supervisor may initiate disciplinary action, up to and including termination.
3. **Employer** may require employees to change clothes should it be determined that dress is not appropriate.

#### 2.22-2.23. **Children, Animals, and Visitors in the Workplace**

To avoid disruptions to the employee and coworkers, potential distractions in serving members of the community, and to reduce personal and property liability, employees shall not bring children and/or animals to the workplace and are limited in having family and friends visit.

This policy is intended to address the presence of children and animals while the employee is on duty and does not include official functions or activities promoted by the **employer** which may allow children and/or animals.

Supervisors may grant a temporary exception to the rule prohibiting children in the workplace, not to exceed one work day, to accommodate the employee. If an exception is granted, it is the responsibility of the employee to supervise and control the movements of the child. It is not acceptable to request an accommodation to bring sick children into the workplace.

This policy does not apply to employees whose service animal has been approved by the **employer** as a reasonable accommodation under the Americans with Disabilities Act.

The **employer** understands that an occasion may arise when an employee receives a visit from a family member or friend during working hours and allows such visits providing they are short in duration and not disruptive to other employees or the public.

#### 2.23-2.24. **Reporting Convictions, Investigations, and Change of License**

##### 2.23.1-2.24.1. **Reporting Convictions**

All employees and volunteers are required to immediately report convictions, guilty or nolo contendere (no contest) pleas, or deferred adjudications for felony, gross misdemeanor, and misdemeanors (excluding juvenile adjudication) or any lesser crime other than a minor traffic infraction to their supervisor or manager. Convictions shall not automatically impact the employees' employment or the volunteer's assignment.

The **employer** will make an assessment of the effect of the conviction to



the essential duties of the position the employee holds or the duties the volunteer performs.

2.23.2.2.24.2. ***Reporting Investigations***

All employees and volunteers are required to immediately report to their supervisor or manager if they are under investigation by a licensing board or other regulatory entity for actions related to their employment or volunteer assignment.

2.23.3.2.24.3. ***Reporting Change of License***

An employee or volunteer must immediately notify his/her supervisor or manager of any suspension, restriction, or revocation of his/her driver's license, permit, or other license or certification required for the performance of his/her assigned job.

2.24.2.25. **Whistleblower Protection (Required for County Employees per NRS 281.611)**

Employees are encouraged to review NRS 281.611 for Whistleblower Protection guidelines. Additional guidelines and procedures can be found in the Eureka County Code, Title 2, Chapter 90, Whistleblower Protection Policy. Per NRS 281.661 Employees will be required to sign an acknowledgement form within 30 days of hire and annually thereafter.

2.24.1.2.25.1. ***Prohibition of Threats or Coercion***

An officer or employee shall not directly or indirectly use or attempt to use the officer's or employee's official authority or influence to intimidate, threaten, coerce, command, influence, or attempt to intimidate, threaten, coerce, command, or influence another officer or employee in an effort to interfere with or prevent the disclosure of information concerning improper governmental action or to pressure another officer or employee to take a reprisal or retaliatory action. The provisions of this policy shall not be used to harass another officer or employee.

In accordance with NRS 281.631, an officer or employee is required to use his/her official authority or influence to remedy any reprisal or retaliatory action of which the officer or employee becomes aware. Use of "official authority or influence" may include taking, directing others to take, recommending, processing or approving any personnel action such as an appointment, promotion, transfer, assignment, reassignment, reinstatement, restoration, reemployment, evaluation or other disciplinary action.

Employees who believe a reprisal or retaliatory action against the officer or employee for disclosing information concerning improper governmental action as defined in NRS 281.611 may file a written appeal per NRS 281.641.

**Employer** will comply with its obligations per NRS 281.611-671, inclusive.

2.24.2.2.25.2. ***Disclosure of Untruthful Information***

This policy does not preclude the **employer** from initiating proper disciplinary action against an individual who discloses untruthful

information concerning improper governmental action.

### **2.25-2.26. Management Training for Department Heads and Supervisors**

Department Heads and supervisors are required to take and complete “The Essential Management Skills” training program within twenty-four (24) months of their hire date. This training program is also recommended for all elected officials as well. In the event that this course should change or be cancelled, Human Resources will research and find another appropriate management training program.

### **2.26-2.27. Workplace Safety**

Employees have a duty to comply with all safety rules and are expected to take an active part in maintaining a hazard-free environment. Nevada OSHA requires that each new employee read, understands, and signs the Nevada Workplace Safety Employee Rights and Responsibilities form. Employees are to direct questions to his/her supervisor.

Employees are expected to observe all posted rules, adhere to all safety instructions, and properly use all equipment. Employees are required to report any accidents or injuries including any breaches of safety to his/her supervisor as soon as possible. Disciplinary action, up to and including termination, may be imposed for violation of known safety policy and/or procedure.

Employees with ideas, concerns, or suggestions for improved safety within the workplace are encouraged to raise them with their supervisor or with another member of management. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports made in good faith may be made without fear of discrimination or retaliation.

### **2.27-2.28. Fraud Prevention and Reporting**

#### **2.27.1-2.28.1. Policy**

Eureka County (the County) has established a fraud prevention and reporting policy to enforce controls and to aid in the prevention and detection of fraud, theft, waste, or abuse against the County. The rights, responsibilities and penalties outlined in this policy are in addition to those expressly outlined in NRS 281.611-671 and 281A.500-550. Eureka County Commissioners designate the Comptroller and District Attorney as the Fraud Compliance Officers for the organization.

#### **2.27.2-2.28.2. Scope**

This policy applies to any fraud, theft, waste, or abuse or suspected fraud, theft, waste, or abuse involving an employee (including management), a consultant, vendor, contractor, outside agency, or person doing business with the County or having any other relationship with the County.

1. The County does not tolerate any type of fraud, theft, waste or abuse. The County’s policy is to promote consistent, legal, and ethical organizational behavior by:
  - a. establishing clear lines of communication for reporting suspected fraudulent behavior;
  - b. assigning responsibility for reporting and receiving reports of suspected fraudulent behavior;

- c. providing guidelines to conduct investigations of suspected fraudulent behavior;
  - d. requiring all employees to attend fraud awareness training; and
  - e. clearly stating that the County prohibits retaliation against those who report suspicions of fraudulent behavior.
2. Failure to comply with this policy subjects an employee (including those in management) to disciplinary action consistent with the applicable County Personnel Policies. Failure to comply by a consultant, vendor, contractor, outside agency, or person doing business with the County or having any other relationship with the County could result in cancellation of the business or other relationship between the entity and the County.
  3. The County is committed to pursuing criminal prosecution against the person or entity engaging in the fraudulent activity if the results of an investigation indicate the possibility of criminal activity.
  4. For purposes of this policy only the term *fraud* or *fraudulent* includes theft, waste, and abuse as defined below. The term *employee* includes all categories of employees (regular and temporary, full and part time) and those in management positions. The term *management* includes elected officials, appointed department heads, supervisors and any other employee who has authority to prepare or approve another employee's performance evaluation.

2.27.3-2.28.3. ***Definitions of Fraud, Waste, and Abuse***

1. ***Fraud*** is defined as an intentional deception designed to obtain a benefit or advantage or to cause some benefit that is due to be denied. Examples of fraud include:
  - a. Forgery or alteration of a check, bank draft, or any other financial documents;
  - b. Theft of a check or other diversion of a taxpayer payment;
  - c. Misappropriation of funds, securities, supplies or other assets;
  - d. Profiteering as a result of insider knowledge of agency operations;
  - e. Disclosing to others the securities activities engaged in or contemplated by the County;
  - f. Impropriety in the handling or reporting of money or financial transactions;
2. ***Waste*** is the loss or misuse of County resources that results from deficient practices, system controls, or decisions.
3. ***Abuse*** is the intentional, wrongful, or improper use of resources or misuse of one's position or authority that causes the loss or misuse of resources, such as tools, vehicles, computers, copy machines, etc.
4. ***Theft*** is defined as the act of taking something from someone or some entity unlawfully with the intention of keeping it or converting it to personal use.

2.27.4-2.28.4. ***Responsibility to Report Suspected Fraud***

1. Management is required to report suspected fraud, theft, waste or abuse or other dishonest conduct, including reports from employees or other individuals, to the Compliance Officer. If there is an allegation of fraud relating to the Compliance Officer or the District Attorney's Office, the report shall be made to the Chair of the County Commission.
2. Supervisors and managers do not have the authority to determine the merits of a report of suspected fraud - the Compliance Officer makes this determination with the assistance of the County District Attorney once an investigation is complete.
3. The identity of an employee or complainant who reports suspected fraud will be protected to the full extent allowed by law and consistent with the conduct of a thorough investigation. (See: *Responsibilities of Compliance Officer.*)
4. Suspected improprieties and/or misconduct concerning an employee's ethical conduct should also be reported to the Compliance Officer. Note that there are many instances of prohibited actions that do not rise to the level of fraud as defined but nonetheless may constitute inappropriate behavior, such as an improper relationship with a vendor.

2.27.5-2.28.5. ***Guidelines for Handling a Report of Suspected Fraud, Theft, Waste or Abuse***

1. Whether the initial report is made to a supervisor or the Compliance Officer, the reporting individual should comply with the following instructions and guidelines:
  - a. Do not contact the suspected individual in an effort to determine facts or demand restitution.
  - b. Recognize that the Compliance Officer is the appropriate individual designated and authorized by the County to conduct the investigation. Do not attempt to further investigate the allegations yourself. Such action would hamper the conduct of the legitimate investigation.
  - c. Observe strict confidentiality. Do not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by the Compliance Officer, a Criminal Investigator or the District Attorney.
  - d. Retaliation will not be tolerated. The County will not tolerate any form of retaliation against individuals providing information concerning fraud or suspected fraud.
  - e. Every effort will be made to protect the rights and the reputations of everyone involved, including the individual who in **good faith** alleges perceived misconduct as well as the alleged violator(s). (See: *Disciplinary Action* for the consequences of making an allegation of fraud in bad faith.)
  - f. The identity of an employee or other individual who reports a suspected act of fraud will be protected as provided by this policy and to the extent possible to investigate the allegation. (See: *Responsibility to Report Suspected Fraud.*)

2.27.6-2.28.6. ***Responsibility of Compliance Officer***

1. On receiving a report of suspected fraud, the Compliance Officer shall document the contact and conduct a preliminary investigation to determine the credibility of the report. If the report is credible, the Compliance Officer shall follow the investigation guidelines provided in this policy which may include the assignment to an outside agency. (See: *Guidelines for the Investigation of Suspected Fraud.*)
2. The Compliance Officer shall make every effort to protect the rights and the reputations of everyone involved in a report of suspected fraud, including the individual who in good faith alleges perceived misconduct, as well as the alleged violator(s). The Compliance Officer also shall make every effort to protect the identity of a person who in good faith reported the suspected fraud. However, disciplinary action may be taken as provided by this policy if an allegation of fraud is made in bad faith (see: *Disciplinary Action*).
3. On determining that a report is not credible or is not a report of fraud as defined in this policy, the Compliance Officer shall provide sufficient documentation to support this determination.
4. The Compliance Officer is responsible for the administration, revision, interpretation, and application of this policy but will seek the input of others involved with and responsible for the appropriate implementation of this policy.
5. Eureka County Commissioners designate the Comptroller and District Attorney as the Fraud Compliance Officers for the organization.

2.27.7-2.28.7. ***Guidelines for the Investigation of Suspected Fraud***

1. The Compliance Officer is responsible for the oversight of the full investigation and documentation of suspected fraud. The Compliance Officer has primary responsibility for the investigation of reported wrongdoing and all suspected fraud and for coordinating investigative activities with the County's District Attorney, or designee and other outside agencies as deemed appropriate. Upon receiving information of suspected fraudulent activity, the Compliance Officer shall initiate an assessment of the information reported and if warranted, a complete investigation in a timely basis.
2. Each employee involved in an investigation of suspected fraud is required to fully cooperate and shall keep the content of the investigation strictly confidential to the full extent provided by law and to the extent possible to conduct a thorough investigation. Investigation results shall not be disclosed or discussed with anyone other than those who have a legitimate need to know.
3. Any required investigative activity shall be conducted without regard to the suspected wrongdoer's length of service, position/title, relationship to the County, personal relationships, or any other real or perceived mitigating circumstance.
4. The Compliance Officer shall maintain appropriate documentation regarding incidents of fraud. The Compliance Officer shall develop and

maintain guidelines for access to and security of this documentation.

5. If an investigation substantiates fraudulent activities, the Compliance Officer will prepare an incident report to the District Attorney, HR Director and the Department Head of the department in which the fraud occurred. The Compliance Officer shall prepare the report as soon as possible after the investigation substantiates fraud has occurred and shall document the content of the investigation, the findings, and any disciplinary action taken as a result of the finding.
6. Any inquiries from the suspected individual, his or her attorney/representative, or any other inquirer shall be directed to the Compliance Officer. If necessary, the Compliance Officer will refer these inquiries to the District Attorney.

#### 2.27.8-2.28.8. ***Disciplinary Action***

1. Failure to comply with any part of this policy is grounds for disciplinary action consistent with any applicable County Personnel Policies.
2. An employee who:
  - a. has engaged in any form of fraud, waste, or abuse; or
  - b. intentionally reports false or misleading informationis subject to disciplinary action, up to and including termination.
3. Any member of management who does not inform the Compliance Officer in a timely manner of each and every report of suspected fraud made by an employee or other person is subject to disciplinary action, up to and including termination.

#### 2.27.9-2.28.9. ***Fraud Awareness and Training***

1. What is a fraud risk? – This occurs where there is the potential for fraud to occur, usually as a result of internal controls not being in place, not being followed or such controls being ineffective in preventing or detecting fraud.
2. Identifying fraud risk – The responsibility for recognizing the existence and/or the potential for the risk of fraud, and the implementation of an appropriate strategy to assess fraud risks ultimately lies with each supervisor and manager. However, it remains the fundamental responsibility of all personnel to be vigilant of the risk of fraud within the County and to report it as soon as they become aware of significant fraud risks or the potential for fraud risks.
3. Training – Each employee is required to attend at least one session of Fraud Awareness Training. An attendance sheet will be maintained documenting attendance and a record of compliance with this training requirement maintained by the HR Department. Periodic training will be provided to the employees. New employees are required to participate in this training within 6 months of hire.

#### 2.27.10-2.28.10. ***Annual Report***

Incidents of suspected fraud determined by the Compliance Officer to have merit shall be reported to the Audit Committee on an annual basis. The

annual report shall include: the source of the reported information; the initial assessment of the merit of the information or allegation; whether a full investigation was conducted and if so, the results of the investigation; the reasons a full investigation was not conducted, any disciplinary action resulting from the investigation; whether the report was referred to an outside entity and if so, the current status or final results of the referral.

# EMPLOYMENT

***THIS SECTION COVERS HIRING FOR REGULAR FULL- AND PART-TIME POSITIONS, AND FOR CASUAL/TEMPORARY/SEASONAL POSITIONS.***

## **3.1 Scope**

It is recognized that the role of Human Resources is critical in the hiring process and that utilizing the subject matter expertise of those in Human Resources will help ensure the selection of the most appropriately qualified candidate for each position. Therefore, the **employer** will involve Human Resources in the recruitment, examination, and selection process.

When a vacancy occurs, a Department shall submit a request to fill vacancy documentation to Human Resources before the advertisement or posting of that recently vacated position may occur.

If a Department has a vacancy for a position that has been budgeted and will be replaced at the same or less classification level then this will not require Board of Commission approval. If a Department has a vacancy and the position will be filled at a higher classification level this will require Board of Commission approval before an offer can be made. All advanced step hires will require Board of Commission approval before any offers can be made.

When a new position is approved during the budget cycle the position cannot be opened or filled until the Department Head/Elected Official has an approved hiring freeze waiver justification from the Board of County Commissioners. The requestor must submit the hiring freeze waiver justification to Human Resources to present to the Commissioners for approval.

## **3.2 Source of Applicant**

Regular positions may be filled by applicants selected from existing eligible lists. If no eligible list exists, the **employer** may initiate a recruitment (open or promotional) to create an eligible list. Internal candidates may apply for any posted position. All applications will be submitted through the Eureka County online application portal. The internal candidate must fill out a new application. These forms will be reviewed by Human Resources to see if the candidate meets the minimum job requirements. All selected candidates will then be interviewed by the appropriate Department Head/Manager for a final hiring decision.

Promotional recruitments limit consideration of applicants to qualified employees currently working within a single department of the **employer** (departmental promotions) or to qualified employees currently working for the **employer** (**employer**-wide promotional). **Employer**-wide promotional recruitments are limited to regular or employees of the **employer** with at least 12 months of completed service before a promotion.

## **3.3 Job Announcements**

Prior to initiating recruitment, the **employer** will verify the essential job functions; identify knowledge, skills, and abilities needed, and determine what education, experience, and credentials will provide the desired knowledge, skills, and abilities. All job announcements will be posted for a minimum of 14 calendar days.

### ***3.3.1 Open Recruitments***



The **employer** will announce all vacancies for regular positions. An announcement may be for the purpose of filling a single vacancy or to establish an eligible list for one or more vacancies in the same job class. Position vacancies will be publicized to allow potentially qualified and interested individuals to learn of employment opportunities and to encourage qualified applicants from diverse backgrounds to apply. Recruitment announcements will always be posted at the Eureka County online application portal, Eureka County Administration Facility and in such other places as the **employer** feels appropriate. The announcement will normally include:

1. Title and pay range of the class of the vacancy; and
2. An updated job description, the nature of the work to be performed, including the essential job functions; and
3. Minimum as well as any preferred qualifications, including education and/or experience, knowledge, skills, and abilities, or other special criteria associated with the position; and
4. License or certifications required; and
5. Manner of applying (where, and how), filing period and deadlines, (a minimum of 14 calendar days); and
6. A declaration that the **employer** is an Equal Employment Opportunity (EEO) **employer**, and Americans with Disabilities (ADA) accommodations are available.

Regular employees will be released from work, on paid status, to take an examination and participate in an interview held during their scheduled work time. Casual/temporary/seasonal workers will not be paid for time taken to participate in an examination or interview.

### ***3.3.2 Promotional Recruitments***

Notice of promotional recruitments will be posted in the **employer's** work locations, online application portal, at the Eureka County Administration Facility, and in such other places as the **employer** feels appropriate. All promotional announcements will be posted a minimum of 14 calendar days. . The announcement will include the criteria outlined above in sub-section 3.3.1, items 1-6.

Promotion recruitment cannot occur until the Department Head/Elected Official has received permission from the Board of County Commissioners. It is the requestor's responsibility to submit detailed documentation using the promotion request form. If an approved promotion request is not occupied within 90 days, the promotion will expire until a renewal promotion request for an additional 90 days is approved. Regular employees will be released from work, on paid status, to take a promotional examination and participate in an interview held during their scheduled work time. Casual/temporary/seasonal workers will not be paid for time taken to participate in a promotional examination or interview.

## **3.4 General Requirements for Filing of Applications**

### ***3.4.1 Application Forms***

1. In addition to the completed application form, the **employer** may also require resumes, completed supplemental questionnaires, and other evidence of education, training, experience, or other lawful requirements, including licenses and certifications. Applications and materials submitted become the property of the **employer**.
2. The following provisions apply to all applicants *except* an applicant for a position that is a peace officer, firefighter or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System of the National Crime Information System:

Applications for employment must be made in writing on the prescribed forms which will include a statement that a record of conviction will not necessarily bar the applicant from employment and certain factors will be considered, such as:

- Whether any criminal offense charged against an applicant or committed by the applicant directly relates to the responsibilities of the position for which the applicant has applied; and
  - The nature and severity of each criminal offense charged against the applicant or committed by the applicant; and
  - The age of the applicant at the time of the commission of each criminal offense; and
  - The period between the commission of each criminal offense and the date of the application for employment; and
  - Any information or documentation demonstrating the applicant's rehabilitation.
3. The following procedures apply to applicants for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System of the National Crime Information System. Applications for employment must be made in writing on prescribed forms.
    - Applicants must complete a separate application form for each vacancy unless the job announcement indicates otherwise.
    - The **employer** may also require resumes, completed supplemental questionnaires, and other evidence of education,

training, experience, or other lawful requirements, including licenses and certifications.

- Applications and materials submitted become the property of the **employer**.
4. In addition, applicants for a position that is a peace officer will need to attest to the following on the application form to be considered for employment:
- The applicant is not disqualified from service as a peace officer;
  - The applicant has not been discharged, disciplined, or asked to resign from employment with law enforcement agency for certain conduct; and
  - The applicant has not resigned from employment or otherwise separated from employment with a law enforcement agency while an investigation concerning certain alleged conduct was pending.

#### 3.4.2 Signatures

Applications must be signed by the applicant. An electronic signature is acceptable.

### 3.5 Application Filing Periods

Recruitment announcements will specify the application filing period. Applications must be received through the Eureka County online application portal by the date specified. The filing period may end on a specific date and/or may allow acceptance of applications until a sufficient number of appropriately qualified applicants have applied. The **employer**, consulting with Human Resources, will determine when sufficient applications have been received.

Application periods will end at the close of the business day or at the specific time stated on the recruitment announcement. A job announcement may be closed at any time and for any reason as determined by the **employer**.

### 3.6 Eligibility of Applicants

An applicant may be disqualified from further participation in the recruitment process and/or from placement on an eligible list by the **employer** for material reasons, including, but not limited to, those listed below:

1. The application does not indicate the applicant possesses the qualifications required for the position.
2. The application is not fully and/or truthfully completed.
3. The applicant has prior convictions that relate to the position for which s/he is being considered as a peace officer, firefighter, a position for an agency which provides child welfare services or residential mental health treatment to children; or position which entails physical access to computer and/or equipment used to access the Nevada Criminal Justice Information System or the National Crime information Center as provided for in Nevada Statute, as applicable or other positions

exempted by state or federal law.

4. The applicant has been discharged from or resigned in lieu of dismissal from any prior employment for any cause which would constitute a reason for dismissal from employment with the **employer**.
5. The applicant does not appear at the time and place designated for an examination or interview.
6. The applicant is a former employee of the **employer** who, absent a compelling reason, quit without notice.
7. Applicant's failure to possess a valid license, certificate, permit, etc. If a prospective applicant for a position cannot obtain the required license, certificate, permit, or occupational certification required for the job, s/he will not be given any further employment consideration. Any job offer, offer of promotion, or offer of transfer previously made will be withdrawn.
8. The applicant is a former employee whose performance evaluations indicated below acceptable performance and/or behavioral problems, such as insubordination, leave abuse, or excessive tardiness.

### **3.7 Limitation of Applicant Pool to Most Qualified**

The **employer** may determine at any point in the recruitment process that only those applicants who are deemed most qualified for the vacancy being filled will continue to be considered.

### **3.8 Examination Process**

#### ***3.8.1 Administration of Examinations***

All examinations for initial employment, whether formal or informal, are conducted under the direction of the **employer**. Examinations shall be conducted when there is a need to establish an eligible list or in any circumstances the **employer** deems appropriate. The techniques used in the examination process shall be consistent, impartial, practical and relate to the qualifications and suitability of applicants to perform the job duties and responsibilities of the position.

#### ***3.8.2 Factors Evaluated***

Examinations may be used to evaluate applicants' qualifications and suitability for the position. Factors evaluated through the examination process may include, but are not limited to, the knowledge, ability, skill, achievement, physical and mental fitness, and job-related personal characteristics such as customer service skills.

#### ***3.8.3 Minimum Standards***

In any examination, the **employer** may include qualifying and/or competitive components and may establish minimum standards or scores for each component and/or the examination as a whole.

### **3.9 Eligible Lists**

The **employer** may maintain eligible lists consisting of the names of applicants eligible for hire based on the recruitment process. While generally used to fill a single position, eligible lists may be used to fill additional positions which occur within six months of the establishment of the list or until a published expiration date, whichever occurs first.

An applicant will be removed from an eligible list if the applicant submits a written request to be removed, or if the applicant fails to respond within an allotted time period to instructions regarding participation in an examination or selection interview mailed to the eligible applicant. An eligible applicant who refuses an offer of employment will be removed from an eligible list unless the specific circumstances of the refusal warrant otherwise as determined by the **employer**.

### **3.10 Referral of Applicants for Hire**

**When the hiring department requests that a vacancy be filled the HR manager will provide the hiring manager with the names of applicants from the appropriate eligible list. Any person on an appropriate reinstatement list shall be considered for appointment in accordance with the employer's established layoff policy. Eligible applicants will be referred for consideration on the basis of the results of competitive examination scores or, in the case of reinstatement lists, according to the employer's layoff policy.**

#### **3.11 Interviewing Applicants**

Once applications have been evaluated and a determination of whether to interview has been made, applicants may be notified as to their status.

Each applicant applying for the same position will be asked the same job-related questions and rated using the same evaluation form to measure the extent to which each applicant possesses the necessary knowledge, skills, and abilities required for the position. Whenever necessary, follow-up questions should be asked to clarify the response of the applicant. Questions which are unlawful or on inappropriate subjects must be avoided.

Applicants who are selected for an interview will be provided the pay range of the position for which s/he applied.

### **3.12 Selection**

Employment decisions must be based solely on merit. Consistent with applicable federal, state, and local laws and regulations employment decisions may not be influenced by any protected class membership or the applicant's wage or salary history. The **employer** will not request user names and passwords for personal social media accounts. The hiring manager has ultimate responsibility for selection of the applicant for hire; however, s/he should take into consideration the input of the other members of the interview team. The hiring manager is responsible for ensuring the selected applicant meets the required level of education, experience, certification, license, etc. The hiring manager will document the basis of their decision to select a particular applicant; i.e., why s/he is the most qualified and the best fit for the position. The hiring manager should also document why the other applicants were not selected. The Applicant Interview Evaluation Form is a good tool for this. The hiring manager will submit the documentation regarding why the selected applicant was chosen and notify the Human Resources and Comptroller's Office of the selection.

In compliance with NRS 281.060(2), if all other qualifications of applicants are considered equal, the **employer** must give preference first, to honorably discharge military personnel who are citizens of the State of Nevada, and second to citizens of the State of Nevada.

### **3.13 Correction of Administrative Errors**

If the **employer** should discover any administrative error regarding the process of filling a vacancy, the **employer** will correct the error at any time during the duration of the eligible list. No such correction shall affect an appointment.

### **3.14 Reference Checks**

Acquiring and providing accurate employment references is an important component of acquiring, retaining, and providing relevant information concerning employees. Therefore, the **employer** is committed to adhering to the following procedure whenever conducting a background/reference check for an applicant for employment or when responding to inquiries from others for information regarding a current or former employee.

#### *3.14.1 Acquiring References*

Reference and background checks are conducted to assist the **employer** in assessing an applicant's fitness for employment with the **employer**. Only Human Resources may acquire employment references. The Sheriffs' Office will do their own reference and background checks in accordance with NRS 239B. All background and reference information must have the receipt of this information confirmed by Human Resources. This information will be kept with Human Resources. Any authorized employee of the **employer** who attempts to acquire reference information on an applicant must comply with the following:

1. Obtain an **employer** employment application that is signed and dated by the applicant. The applicant must have completed all relevant sections of the application.
2. Obtain authorization from the applicant by means of his/her signature directly on the application and/or separate release form for the release of information from former employers, military, educational institutions, other institutions, personal references, and other individuals listed on the application. Authorization for release of such information by the applicant shall include a release from liability of any company, institution, or individual providing such information. If an applicant refuses to sign such a release, s/he will be eliminated from further consideration for employment with the **employer**.
3. Inform the applicant that the **employer** will conduct a background/reference check and that evaluating the applicant's suitability for employment includes contacting employment and other references, educational institutions, and personal and professional associates to verify information provided.
4. Develop questions that are related to the essential functions of the position and are non-discriminatory. Questions related to an applicant's training, knowledge, skills, production, timeliness, quality of work, and ability to work with others are examples of appropriate

inquiries. Discriminatory or non-work-related questions such as family or marital status, disabilities, age and related areas are not appropriate.

5. Identify the appropriate individual(s) to question regarding the applicant's work performance, knowledge, skills, and abilities related to the essential functions of the position.
6. Adequately document the conversation and record refusals to provide information.
7. Maintain strict confidentiality of all background/reference information. Only employees, supervisors, or management officials of the **employer** who have a demonstrable work-related need-to-know should be accorded access to such information.

*Note: For positions that require a CDL or otherwise defined as safety-sensitive positions by 49 CFR Part 382 and U.S. Department of Transportation regulations, the **employer** shall obtain, pursuant to an applicant's written consent, information on the applicant's alcohol tests and/or verified positive controlled substance test results, and refusals to be tested within the preceding two years from date of application which are maintained by the previous employers.*

#### **3.14.2 Providing References**

All requests for employment information shall be referred to Human Resources. Only those personnel designated by the **employer** are authorized to release employment information to third parties.

The **employer** will not give out an employee's address or telephone number without proper authority (i.e., a written release signed by the employee, a court order, or a subpoena). This subsection does not allow letters of recommendation.

The **employer** has a neutral reference policy as well as a confidential information policy. Only the following personnel information and employment records that the **employer** maintains concerning current and former employees shall be provided upon request:

1. Name
2. Class/Job Title
3. Dates of Employment
4. Salary
5. Information regarding an employee terminated for violent actions in the workplace or who may have demonstrated dangerous behavior in the workplace will be provided only after consultation with **employer's** legal counsel.
6. Employment information and documented incidents regarding the character, honesty, and potential for violence of the **employer's** employees may be provided to governmental employers, including, but not limited to, any federal, state, county, municipality or city employers, or any other private (non-governmental) **employer** where the employee's character, honesty, sexual misconduct, and potential for

violence are relevant issues. Examples include, but are not limited to, jobs which involve public safety, entrustment for the care or safety of children, the elderly or health care patients, or positions having access to money and/or valuables. Information in this section may be provided after consultation with **employer's** legal counsel. The **employer** must provide information requested by public safety agencies in accordance with NRS 239B.

7. Records which are required for employees in safety-sensitive positions, as defined in 49 CFR Part 382 and U.S. Department of Transportation regulations, shall be made available to subsequent employers upon receipt of written request from the employee or former employee.

In accordance with NRS 239.012, a public officer or employees who act in good faith in disclosing or refusing to disclose information, and his/her employer are immune from liability for damages, either to the requester or to the person whom the information concerns.

### **3.15 Background Checks**

The **employer** desires to maintain a productive, efficient, effective, healthy, and safe work environment and, as a result, will conduct pre-employment background checks of applicants and current employees as necessary\*. If these background checks are conducted by external third parties (also called “consumer reporting agencies”), they will be governed by relevant provisions of the Fair Credit Reporting Act (FCRA) and the Fair and Accurate Credit Transactions Act (FACT). FCRA and FACT cover background checks and other investigations for prospective employees, and current employees in certain situations, such as a promotion to positions requiring additional information. FCRA and FACT specifically exclude misconduct investigations, such as unlawful harassment charges. Nevada law (NRS 613.580) restricts the use of consumer credit information to limited positions.

Unless, pursuant to a specific provision of state or federal law, the criminal history of an applicant for employment may be considered only after the earlier of:

- The final interview conducted in person; or
- A conditional offer of employment has been made.

This provision does not apply to an applicant for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System, or other positions exempted by state or federal law.

\*NRS 179A requires organizations which provide care or care placement services to children, elderly persons, or persons with disabilities to conduct background checks through the Central Repository for Nevada Records of Criminal History to determine fitness of employees, volunteers, and persons applying to be an employee or volunteer who have supervised or unsupervised access to children, elderly persons, or persons with disabilities.

#### **3.15.1 Consumer Reporting Agencies Reports**

The types of reports that may be requested from consumer reporting agencies under this policy include, but are not limited to: credit reports, criminal records checks, court records checks, driving records, and/or summaries of educational and employment records and histories. These



reports or checks are also called “consumer reports.” The information contained in these reports may be obtained by a consumer reporting agency from public record sources or through personal interviews with the applicant’s or employee’s coworkers, neighbors, friends, associates, current or former employers, or other personal acquaintances. These are sometimes referred to as “investigative consumer reports.” Any information contained in such reports may be taken into consideration in evaluating an applicant’s or employee’s suitability for employment, promotion, reassignment, or retention.

### ***3.15.2 Consumer Reporting Agencies Requirements***

In order to meet the requirements of the FCRA, effective the date of this policy:

1. Applicants for employment will be required to complete a notice and authorization form concerning consumer and investigative consumer reports. In the event of an external third-party investigation, existing employees will be required to complete a notice and authorization form concerning consumer and investigative consumer reports, provided the employee has not previously completed such form.
2. The **employer** will certify to the consumer reporting agency that:
  - a. The notice and authorization requirement has been met;
  - b. The information received is only used for employment purposes;
  - c. The information will not be used to violate any Equal Employment Opportunity (EEO) legislation;
  - d. Pre-adverse action requirements will be followed;
  - e. Any additional investigative consumer report disclosures, if applicable, have or will be issued within three days; and
  - f. Upon request from the applicant or employee, the **employer** will comply with applicable additional disclosure requests including, but not limited to, information as to the nature and scope of an investigative consumer report.
3. The **employer** will provide a copy of the consumer report and a summary of the individual’s rights under the FCRA to the applicant or employee prior to making a final adverse or negative employment decision that, in whole or in part, is influenced by a consumer report or an investigative consumer report.
4. After the **employer** has complied with item 3 above and waited a “reasonable” period of time, the **employer** may take the adverse or negative action. After taking such action, the **employer** must provide to the applicant or employee a notice of adverse action which also contains the following:
  - a. The name, address, and telephone number of the consumer reporting agency;
  - b. A statement that the consumer reporting agency did not make the adverse action decisions and will be unable to inform the

applicant or employee of the specific reason(s) for the adverse action;

- c. A statement that the applicant or employee is entitled to obtain an additional free copy of the “consumer report”; and
- d. A statement that the applicant or employee has a right to dispute the accuracy or completeness of any information in the report.

### **3.16 Offers of Employment**

#### **3.16.1 Policy**

The following provisions apply to all applicants except for a position that is a peace officer, firefighter or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System.

1. Unless, pursuant to a specific provision of state or federal law, the criminal history of an applicant for employment may be considered only after the earliest of:
  - The final interview conducted in person, or
  - A conditional offer of employment has been made.
2. The **employer** may, before selecting an applicant as a finalist for a position or extending to an applicant a conditional offer of employment, notify the applicant of any provision of state or federal law that disqualifies a person with a particular criminal history from employment in a particular position.
3. The **employer** may decline to make an offer of employment or rescind a conditional offer of employment extended to an otherwise qualified applicant who has criminal charges pending against him/her that were filed within the previous six months or has been convicted of a criminal offense only after considering:
  - Whether any criminal offense committed by the applicant directly relates to the responsibilities of the position for which the applicant has applied;
  - The nature and severity of each criminal offense committed by the applicant;
  - The age of the applicant at the time of the commission of each criminal offense;
  - The period between the commission of each criminal offense and the date of the application for employment; and
  - Any information or documentation demonstrating the applicant’s rehabilitation.
4. The **employer** shall not consider any of the following criminal records in connection with an application for employment:

- An arrest of the applicant which did not result in a conviction;
  - A record of conviction which was dismissed, expunged or sealed; or
  - An infraction or misdemeanor for which a sentence of imprisonment in a county jail was not imposed.
5. If the criminal history of an applicant is used as a basis for rejecting an applicant or rescinding a conditional offer of employment, such rejection or rescission of a conditional offer of employment must:
- Be made in writing;
  - Include a statement indicating that the criminal history of the applicant was the basis for the rejection or rescission of the offer; and
  - Provide an opportunity for the applicant to discuss the basis for the rejection or rescission of the offer with the Human Resource representative.

### **3.16.2 Job Offer Letters**

1. The following procedures apply to all applicants except an applicant for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System.
- After an applicant has been selected for employment or promotion, the department head will extend the following: A “conditional offer of employment pending background checks” if criminal background checks are required.
  - A “bona fide conditional offer letter” (if medical exam is required); this letter will condition the offer on passing medical examinations.
  - A “formal job offer letter” once all applicable criminal and medical checks and exams have been passed; this letter will include the terms and conditions of employment.

Prior to selecting the applicant as a finalist or extending the letter, the department head may:

- Contact the applicant by telephone to determine whether there is continued interest in employment and to indicate that a request to hire has been made, but must state that only a notification in writing can be considered an official job offer.
- Notify the applicant of any provisions of state or federal law that disqualifies a person with a particular criminal history from employment in a particular position.

**Note:** All non-medical background checks must be completed before applicant is subject to medical exams.

2. The following procedures apply to an applicant for a position that is a

peace officer or firefighter:

After an applicant has been selected for employment or promotion, the department head will extend (when applicable), a “formal job offer letter” once all applicable criminal and medical checks and exams have been passed; this letter will include the terms and conditions of employment.

Prior to selecting the applicant as a finalist or extending letter, the department head may:

- Contact the applicant by telephone to determine whether there is continued interest in employment and to indicate that a request to hire has been made, but must state that only a notification in writing can be considered an official job offer.
- Notify the applicant of any provision of state or federal law that disqualifies a person with a particular criminal history from employment in a particular position.

**Note:** The provision of NAC 289.110 applies for an applicant for a position of peace officers.

3. The following procedures apply to an applicant for a position that has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System.

After an applicant has been selected for employment or promotion, the department head will extend the following:

- A “notification of background checks” is non-medical checks are required (i.e. background, criminal, DMV, consumer report, drug test.
- A “bona fide conditional offer letter” (if medical exam is required); this letter will condition the offer on passing medical examinations.
- A “formal job offer letter” once all applicable criminal and medical checks and exams have been passed; this letter will include the terms and conditions of employment.

Prior to notifications/letter being extended, the department head may contact the applicant by telephone to determine whether there is continued interest in employment and to indicate that a request to hire has been made, but must state that only a notification in writing can be considered an official job offer.

Note: All non-medical checks must be completed before applicant is subject to medical exams.

### ***3.16.3 Pre-employment Drug Screening***

1. The **employer** may require successful applicants to consent to a pre-employment screen test for drugs/prohibited substances. The **employer** will advise the applicant that the presence of one or more drug metabolites may be cause for rejection from further consideration for employment, and that offers of employment are contingent upon a negative drug test result. The applicant may be asked to authorize the

**employer**, as a condition of employment, to conduct through the **employer's** designated laboratory testing facility, a drug screen test. Refusal to authorize and participate in a drug screen shall eliminate the applicant from further consideration for the position.

2. The **employer** may direct applicants to an appropriate collection facility. The drug test must be undertaken as soon after notification as possible, and in no circumstances later than 48 hours after notice to the applicant.
3. The **employer** will advise applicants of the opportunity to submit medical documentation to support a legitimate use for a specific drug. Such information will be reviewed only by medical consultants determining whether the applicant is lawfully using an otherwise illegal drug.
4. The employer will not extend a formal job offer letter to any applicant with a verified positive test result, and such applicant will not be considered for any vacancy of the employer for a period of 12 months. The employer shall disqualify the applicant on the basis of failure to pass the applicable test(s).

#### **3.16.4 Other Conditions**

All offers of initial employment are conditioned upon the applicant furnishing satisfactory evidence of identity and legal authority to work in the United States. Each applicant must attest to his/her identity and legal authority to work in the United States in accordance with the applicable federal statute by completing and signing INS Form I-9 (Employment Eligibility Verification).

Employees required to report the abuse or neglect of a child must be provided notice, in writing or electronically, of their duty as a mandatory reporter. The employee must sign acknowledgement of this notice which is to be filed in employee's personnel file (This requirement is not necessary if the employee is licensed, certified, or endorsed by a board in the state).

Department Heads or supervisors shall inform the IT Department ten days prior to a new hire's employment start date to ensure necessary network and software access required for the position has been established.

### **3.17 Orientation**

The employer recognizes that an appropriate and timely orientation program can aid the assimilation of new staff members. Human Resources will be responsible for the orientation of each new employee. Orientation may include, but is not limited to, a review of the organization and services of the employer, work rules, standards of performance, information security responsibilities and personnel policies and procedures including the policies relating to fair employment practices, prohibited conduct/behavior, workplace violence, alcohol and drug abuse, and workplace safety. Additionally, the Human Resources or Comptroller's Office will ensure that the new employee:

1. Has completed all new hire paperwork including payroll and benefit forms;
2. Will receive or be provided access to the **employer's** personnel policies;

3. Has been introduced to other employees; and
4. Has had the opportunity to have questions addressed.

### **3.18 Introductory Period**

All new and rehired employees, except elected officials, casual, temporary, or seasonal employees, and those identified as “at-will,” will serve a six (6) month introductory period beginning with the day the employee initially reports for work. The employee will go through a review process at the three (3) month and six (6) month timetable of this introductory period. Current employees who are promoted or transferred will also be required to serve a six (6) month introductory period. During this “introductory period,” the employee and the **employer** have the opportunity to evaluate one another and determine whether the employment relationship should be continued. At its sole discretion, the **employer** may extend this introductory period up to six (6) months when the **employer** has had a sufficient opportunity to assess the employee’s ability to perform the job functions or such extension is determined appropriate. During the introductory period the employment relationship is at-will and can be terminated by the employee or by the **employer** at any time during the introductory period or during the extension of the introductory period, with or without cause or advance notice.

For law enforcement personnel, the introductory period is established as one year, with the extension period also established as one (1) year. This introductory period may be prorated for employees working less than full-time.

Prior to completion of the introductory period following initial appointment to a regular county position or promotion to a position in a job class with a higher salary range, the supervisor will conduct at least two performance evaluations and complete a performance management evaluation form to ascertain the advisability of continued employment. There will be no step increase for the three (3) and six (6) month evaluations.

During the introduction period or the initial twelve (12) months of employment, no employee is eligible for a promotion.

### **3.19 Failure to Appear for Work**

If a selected applicant fails to report for work within the time period prescribed by the **employer**, that applicant may be deemed to have declined the position and be removed from the eligible list.

### **3.20 Transfers**

A transfer is a lateral move to a job in the same pay range as the employee’s present position. An employee who wants to transfer to another available position must be qualified for the identified position and should first talk with Human Resources and his/her supervisor or manager.

#### ***3.20.1 Employee-Requested Transfer***

If the transfer is to another department, the employee should contact Human Resources and the hiring supervisor or manager, who will consider the transfer request by conducting discussions with the employee and appropriate supervisors or managers with knowledge of the employee’s job performance. The hiring supervisor will also consider the employee’s past

performance, qualifications, abilities, and job experience as key factors in evaluating transfer requests. Approval of the transfer is at the sole discretion of the **employer**.

### **3.20.2 Agency-Directed Transfer**

A Department Head may, after giving 10 working days' notice, transfer an employee to another position in the same class or a comparable class for the purpose of providing continued services to the citizens of the **employer** or other appropriate cause. A transfer pursuant to this section must not be made to harass or discipline an employee. A regular employee who is required to transfer to a geographical location more than 30 miles from their current work location, and who declines the transfer, has layoff rights as provided in policy 9.2. Layoffs.

## **3.21 Promotions**

The **employer** encourages employees to apply for promotional opportunities for which they are qualified. Promotions will be based on the ability, qualifications, and potential of all applicants for the positions. Employees interested in announced positions must follow the application instructions outlined in the job announcement. Selection decision will be consistent with the **employer's** hiring policy.

Notice of promotional recruitments will be posted on the Eureka County online application portal, Eureka County Administration Facility and such places as the employer feels appropriate. All promotional announcements will be posted a minimum of 14 calendar days.

Promotion recruitment cannot occur until the Department Head/Elected Official has received permission from the Board of County Commissioners. It is the requestor's responsibility to submit detailed documentation using the promotion request form. If an approved promotion request is not occupied within 90 days, the promotion will expire until a renewal promotion request for an additional 90 days is approved.

Only employees in the department who have worked for Eureka County for 12 months and are not in the introductory period will be eligible for promotions.

## **3.22 Rehire**

Regular employees, or employees serving an introductory period following promotion who subsequently resign, may be rehired without undergoing any recruitment within one year of the effective date of their resignation. The rehire must be to a position in the same class or a class comparable to the one in which the employee formerly served as a regular employee.

The decision to rehire shall be at the complete discretion of the **employer** and no former employee shall have any right to or expectation of such rehire.

Upon rehire, the employee shall be required to successfully complete an introductory period. No credit for former employment shall be granted in determining eligibility for leave or other benefits.

Note: Limitations exist for rehiring retired public employees (NRS 286.523).

## **3.23 Casual/Temporary/Seasonal Employment**

### ***3.23.1 Purpose***

Because some of the **employer's** work is indefinite and/or irregular with regard to schedule and duration, the **employer** may need to employ casual/temporary/seasonal workers at all levels of responsibility from time to time on an as-needed basis or to work for limited periods of time at the discretion of the **employer**.

### ***3.23.2 Authorization to Hire Casual/Temporary/Seasonal Workers***

A casual/temporary/seasonal worker may be hired for work which will require 19, or fewer, hours per week if the **employer** has appropriated sufficient funds in the budget to pay the worker. The **employer** may, with Board of County Commissioner approval, find that its best interests are served by assigning work to a casual/temporary/seasonal worker for up to 29 hours per week, not to exceed 1039 hours in a year.

### ***3.23.3 Duration of Casual/Temporary/Seasonal Employment***

A casual/temporary/seasonal worker has no right to or expectation of continued employment or any property right regarding employment. A casual/temporary/seasonal worker may be terminated at any time, with or without cause, with or without notice, and shall have no right to appeal except when the action is alleged to have violated the employer's policies regarding fair employment practices and/or prevention of illegal harassment.

### ***3.23.4 Employment in a Regular Position***

The **employer** may hire a casual/temporary/seasonal worker into a regular position only after the applicant has been found to be qualified as a result of completing an authorized recruitment and selection process for that position. The employee's service date will be determined according to the date of hire in the regular position with no credit given toward completion of an introductory period or the accrual of benefits for the time an employee was hired for casual/temporary/seasonal work.

## **3.24 License/Occupational Certification**

### ***3.24.1 Purpose***

The **employer** mandates that, if required by the current job, all employees obtain and maintain a valid license, certificate, permit, or other occupational certification issued by the state, county, city, or other applicable authority. Where required, the employee is responsible for providing a copy of his/her driver's license or other required license or certificate.

### ***3.24.2 Employee Responsibilities***

1. All employees who must possess a valid license, including a driver's license, certificate, permit, or other occupational certification as required by their position, and must adhere to the provisions of NRS 425 including those provisions relating to paternity determination and child support.
2. In the event the employee receives notice of revocation or non-renewal of a license, certificate, permit, or occupational certification as a result



of a violation of NRS 425, s/he shall immediately notify his/her supervisor. The employee shall not perform any task for which the license, certificate, permit, or other occupational certification is required after the license, certificate, permit, or occupational certification has been non-renewed or revoked. By statute, the employee has 30 days to satisfy one of the items listed below:

- a. Comply with the court order, subpoena, or warrant;
- b. Satisfy any arrears payments due; or
- c. Submit to the District Attorney or other public agency a written request for a hearing.

Failure to satisfy one of the above items will result in the license, certificate, permit, or occupational certification being revoked or suspended by the issuing agency.

If the employee has been notified and does not satisfy any noted deficiency within 30 days from receipt of notice, his/her renewal license, certificate, permit, or occupational certification, by statute, will not be approved and will be revoked or suspended by the issuing agency. This action will remain in effect until s/he satisfies the deficiency. If the District Attorney schedules a hearing to review the case, the employee's license, certificate, permit, or other occupational certification will remain valid pending the results of the hearing.

3. In the event the employee does not have a valid license, certificate, permit, or occupational certification, s/he does not meet the job requirements. Failure to meet the job requirements will result in termination.

#### ***3.24.3 Applicant's Failure to Possess a Valid License, Certificate, Permit, etc.***

If a prospective applicant for a position cannot obtain the required license, certificate, permit, or occupational certification required for the job, s/he will not be given any further employment consideration. Any job offer, offer of promotion, or offer of transfer previously made will be withdrawn.

#### ***3.24.4 Driving Records***

The **employer** may conduct a review of driver's license records annually for those employees and volunteers required to drive as a part of their duties.

### **3.25 Volunteer Program**

#### ***3.25.1 Purpose***

The **employer** recognizes that there are benefits to members of the community to become involved in the delivery of the **employer's** programs and services on a volunteer basis. Individuals have an interest in assisting public agencies by applying their knowledge, skills, and experience to a worthwhile endeavor. Also, the community and the **employer** receive enhanced services because of the individual's specialized skills and commitment. Using volunteers is a true win-win situation for those willing to volunteer for the **employer** and for the community.

### **3.25.2 Scope**

This policy covers the essential elements of an effective volunteer program which is compliant with applicable state and federal regulations pertaining to the **employer's** volunteers. As this policy is broad in scope, individual departments should establish additional specific requirements consistent with this policy to guide the use of volunteers within the specific program areas.

### **3.25.3 Planning**

Prior to implementing a volunteer program, a department will develop a plan for utilizing volunteers.

1. The plan must include:
  - a. Job assignment descriptions for each volunteer.
  - b. A statement describing how and by whom volunteers are overseen.
  - c. A needs assessment and a statement outlining how volunteers will be used to meet these needs;
  - d. A budget for any personnel costs, operating costs, and direct and indirect costs

### **3.25.4 Recruiting, Screening, Interviewing, and Selecting Volunteers**

As with employees, the **employer's** ability to meet its goals and objectives is directly related to the skill and ability of volunteers selected. Criteria for selecting volunteers will be developed in the same manner as used for selecting new employees.

The **employer** prohibits discrimination, harassment, or retaliation directed at volunteers on the basis of any protected class membership.

The recruitment, screening, and interviewing process should be planned and sufficiently thorough to result in selecting the best volunteer possible for departmental needs.

Volunteer applicants engaged in activities for the **employer** on a regular basis shall complete the **employer's** volunteer application, including an acknowledgment that the function to be performed is not a paid position and the person is truly volunteering his/her services. A volunteer personnel file will be held in a secured location by the Comptroller's Office. A separate medical file will be held in a secured location by the Comptroller's Office.

The **employer** will promptly address problems associated with the volunteer's performance or behavior. However, if problems cannot be corrected, the services of the volunteer may be discontinued.

Specific requirements that apply to employees in certain occupations such as fingerprinting, detailed background checks\*, and initial screening and random testing for drug use apply to volunteers performing similar occupations.

Volunteer applicants for emergency services shall be required to take physical examinations in accordance with state and federal requirements.

\*NRS 179A requires organizations which provide care or care placement services to children, elderly persons, or persons with disabilities to conduct background checks through the Central Repository for Nevada Records of Criminal History to determine fitness of employees, volunteers, and persons applying to be an employee or volunteer who have supervised or unsupervised access to children, elderly persons, or persons with disabilities.

### **3.25.5 Managing Volunteers**

Volunteers must be covered by the **employer's** workers' compensation policy per NRS 616A.130. Volunteers shall receive appropriate oversight for the functions performed including an orientation to the **employer's** policies and procedures, departmental operating procedures, safety practices, and other relevant information.

Day-to-day oversight of volunteers shall be conducted as with employees. Adequate equipment and supplies, as well as a safe working environment, will be provided for volunteers. All volunteers are to return all employer equipment (radios, pagers, etc.) upon leaving the volunteer program.

The **employer** will maintain detailed and accurate records of volunteer activities including a roster of active volunteers. The date, time, and duration of each volunteer activity session must be recorded, along with the work performed on a County approved timecard. The **employer** will remove volunteers from the roster whenever volunteers are inactive for more than 30 days.

Volunteers may be reimbursed for expenses incurred. In addition, the **employer** may provide limited and reasonable benefits and/or nominal remuneration to volunteers. The benefits provided cannot be in an amount or of a type that implies that the volunteer is being paid a wage or salary for time spent as a volunteer, or for the quantity or quality of the work performed. All such benefits must be approved, in advance, by the Comptroller's Office.

Annual performance evaluations may also be completed on volunteers.

Volunteers serve at the pleasure of the **employer** and are subject to dismissal at any time with or without cause.

# POSITION CLASSIFICATION PLAN

## 4.1 Policy

### 4.1.1 Purpose

The **employer** will develop and maintain a classification plan for all positions. Classification plans categorize positions into similar duties, qualifications, and responsibilities called “classes.” Each class is defined in a class specification/job description form. The class specification/job description will include: title; definition and/or distinguishing characteristics; essential and non-essential functions; responsibility and authority assigned; qualifications for employment including knowledge, skills, ability, experience and/or training required to perform the job; physical and mental requirements and working conditions; and Fair Labor Standards Act (FLSA) status – exempt/non-exempt.

### 4.1.2 Classification

1. Each position shall be classified consistent with this policy and in accordance with the nature and relative complexity of the essential functions, responsibilities, and authority of the position. Classification of a position shall be effective when approved by the Commissioners.
2. Positions will be allocated to the same class when the following conditions exist:
  - a. The same descriptive title may be used to designate the positions;
  - b. Substantially the same level of education, experience, knowledge, skills, ability, and other qualifications are required to perform the duties/essential functions;
  - c. Similar tests may be used to select employees for the positions;
  - d. All applicants offered employment in the class are subject to the same type of medical exam(s), if any; and
  - e. The same level of compensation is appropriate for the positions.
3. Classes will be allocated to a salary range based on comparison to other employer classes and salaries paid by comparable employers for comparable work.

### 4.1.3 Maintenance and Revision

The Human Resources or Comptroller’s Office will periodically review the classification plan and recommend to the Board of County Commissioners the revision, addition, or abolishment of classes.

### 4.1.4 New Positions

When a new position is to be created, the supervisor will recommend to the Board of County Commissioners an appropriate class for the new position. When preparing a request for a new position, the requesting party shall consult the Human Resources or Comptroller’s Office to determine the appropriate classification for the duties to be assigned to the new position.

#### **4.1.5 *Reclassification***

1. When a department manager believes the duties/essential functions of a position have changed to the extent they no longer fit within the current class, the duties/essential functions will be reviewed and, if appropriate, the position reclassified to the appropriate class. Reclassification will not be undertaken as a substitute for discipline or hiring practices, nor to effect a change in salary in the absence of a significant change in assigned duties/essential functions and responsibilities.
2. Reclassification must be confirmed by the Human Resources or Comptroller's Office and presented to the Board of County Commissioners and will become effective no earlier than the first day of the next pay period following approval.
3. A change in a position's classification does not constitute the sole basis for determining whether the employee in a position will also be assigned to the new position.
  - a. The decision as to a reclassification of a position shall be made by the department head with the concurrence of the Commissioners. The decision to place the current employee in the new class shall be based upon the qualifications and job performance of the employee. The employee will be assigned to the class whenever a position is reallocated to a higher level class and the employee has satisfied the following requirements:
    - i. Completes the introductory period for the position as previously allocated;
    - ii. Demonstrates acceptable or better job performance; and
    - iii. Possesses the knowledge, skills, and ability required for the higher class.
  - b. Whenever a position is reclassified to a lower level class, the employee will be placed in the lower level class effective the first day of the pay period in which the reclassification is approved by the Board of County Commissioners.

#### **4.1.6 *Reallocation***

A class may be reallocated to a higher salary range or to a lower salary range based ***on a change*** in duties/essential functions and responsibilities for all positions in the class, or based upon salaries paid by other comparable employers for comparable work.

### **4.2 Procedure**

#### **4.2.1 *Requests for Classification Review***

1. Submission Process
  - a. Requests for classification review are made by the employee to the department head who will submit a request for classification review to Human Resources who will review

the request and, if appropriate, send it with a written memorandum explaining the reasons the request meets the criteria for a classification study to the Commissioners. At a minimum, the request shall include the specific duty and responsibility changes, and a verification that the changes are to be permanent. Human Resources will review the request and indicate if the request meets the required criteria and whether or not a study will be conducted.

- b. An employee may request the classification review be forwarded to Human Resources even if the department head does not concur. The employee will request in writing s/he wants Human Resources to review the denied request. The reasons for disagreeing with the employee's request shall accompany any request forwarded to Human Resources.
2. Criteria for Determining the Need for Classification Review
    - a. Human Resources may authorize a classification review when, in his/her judgment, permanent and substantial changes in the duties assigned to a position have occurred.
    - b. The new duties must be clearly defined and assigned before a review is begun.
    - c. Human Resources may include in any classification review any positions which are in the same work unit, have related duties, or are in the same class series as the position for which classification review is requested.

#### **4.2.2 Effective Date**

##### **1. Reclassification/Reallocation**

The effective date of a reclassification or a class reallocation shall be the first day of the pay period following the **employer's** approval of the action. If the position is reclassified or reallocated upward, the anniversary date for future step increases shall be established as the first day of the pay period following 12 months in the new classification, and will not include the period for which retroactive pay is granted, if any. (See also Work Out-of-Class, Section 5.13.) If the position is reclassified/reallocated at the same level or at a lower level the anniversary date will remain unchanged.

##### **2. Working Out of Class**

At the discretion of the **employer**, out-of-class pay may be paid back to the date on which a formal reclassification request was made if the reclassification is *subsequently* approved.

## COMPENSATION PLAN

### 5.1 Pay Periods and Paydays

Employees are paid biweekly on Fridays. If a holiday falls on a payday employee will be paid on the preceding work day.

### 5.2 Workweek Defined

The workweek begins at 12:01 a.m., on Sunday and ends seven days (168 hours) later at midnight on the next Saturday. For law enforcement personnel, the work period is 86 hours within a 14- day period. The standard work period begins at 12:01 a.m. on Sunday and ends 14 days later at midnight on Saturday.

### 5.3 Work Time

#### 5.3.1 Attendance

Employees are expected to be available and ready for work at the beginning of their assigned shifts and at the end of their scheduled rest and meal periods. Required preparation for rest and meal periods, as well as the end of the work day, is considered work time. Rest and meal periods include the time spent going to and from the place where the break is taken.

#### 5.3.2 Work Schedules

The supervisor or manager shall schedule work hours according to the needs of the **employer**.

1. Employees working a five-day, 40-hour week (designated 5/40) shall work eight hours per day for five days in any workweek and shall receive two days off.
2. Employees working a four-day, 40-hour week (designated 4/40) shall work 10 hours per day for four days in any workweek and shall receive three days off.
3. Law enforcement employees may work 12 hour shifts and will receive overtime after 86 hours in a 14-day period.

#### 5.3.3 Rest Periods

Employees will be granted one 10-minute break or rest period during each work period of four or more hours. Employees may not take rest periods at the beginning or at the end of the work period. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods. (This policy does not apply to public safety dispatchers, and law enforcement personnel. Refer to departmental policy or applicable collective bargaining agreement.)

#### 5.3.4 Meal Periods

Employees who work six or more hours in a work day are allowed an uninterrupted, unpaid meal period of 30 minutes or longer at or about mid-point of their work day. Supervisors or managers will be responsible to ensure that wherever and whenever possible, employees will be permitted the meal period uninterrupted by work-related duties. If an employee's meal period is interrupted by a work-related matter, the employee will be paid for the meal period.

### ***5.3.5 Meal Periods for the Sheriff's Office, Emergency Medical Technicians and Other Emergency Services***

Due to the sensitive and on-call nature of certain employees in these emergency departments, the required meal period may not be taken in the normal way. An example of this may be when someone is assigned to the jail and can't leave their post under any circumstances. In these special cases the employee will not be required to take a lunch period and will be paid for the hours worked or may be authorized to take a lunch period at a different time during the shift. The exception to this will be administrative or any other non-emergency personnel. These employees must follow the guidelines in 5.3.4.

### ***5.3.6 Work Assignments***

Work should be scheduled in a manner which allows employees rest periods and meal periods. Rest and meal periods shall be scheduled in a manner which allows maximum public access to the **employer's** services. The **employer** may adjust rest and meal periods from time to time to meet the needs of individual employees and/or to respond to changes in department workload. Nothing herein should be considered to limit or restrict the authority of the **employer** to make temporary assignments to different or additional locations, shifts, hours of work, or duties as needed to meet the **employer's** needs or to respond to unforeseen or emergency situations.

## **5.4 Time Reporting**

### ***5.4.1 Purpose of Time Reporting***

Recording of hours worked and/or leave time taken by employees is necessary to provide an accurate basis for preparing paychecks, to assure compliance with federal and state law, and to maintain an effective and efficient cost accounting system. (For payroll purposes, non-exempt employees covered by the Fair Labor Standards Act (FLSA) must report all time spent performing work.)

### ***5.4.2 Hours Worked***

Non-exempt employees will be paid for all hours worked. Hours worked include, but are not limited to:

1. Time worked before or after the normally assigned shift, or any other irregular hours, even if the employee volunteers his/her time.  
GUIDELINE: Periods of six minutes or less are not considered overtime unless they occur regularly. (This provision does not apply to employees who are performing volunteer work which is unrelated to their normal job functions).
2. Rest periods of 20 minutes or less.
3. Travel time that occurs during an employee's normally scheduled work hours, including regular days off, holidays, etc.
4. Except as provided below, hours spent at lectures, meetings, and training activities, unless attendance is completely voluntary and outside of normal work hours and is not job-related and no other work



is performed.

Employees will not be compensated for the time spent under the following conditions:

- Voluntary attendance, outside of work hours, at an independent school, college, trade school, or similar training offered by the employer at the employee's own initiative even if the courses are related to the employee's current job or paid for by the employer.
- Training outside of regular work hours required by law for certification for public-sector employees.
- Off-duty time for police officers, who are in attendance at a police academy or other training facility, if they are free to use such time for personal pursuits.
- Hours spent serving as volunteer ambulance, fire or law enforcement personnel for an emergency response during normally scheduled work hours.

#### ***5.4.3 Position Designations - Exempt or Non-Exempt***

All positions are designated as "exempt" or "non-exempt" according to federal and state laws and regulations. For cost accounting and billing purposes, the **employer** requires exempt employees in certain positions, regardless of exempt or non-exempt status, to account for hours worked.

#### ***5.4.4 Responsibility for Exempt or Non-Exempt Designation***

Human Resources with the approval of the Board of County Commissioners will examine and evaluate position descriptions and duties performed for all positions to determine the designation of the position as exempt or non-exempt. Departments will notify Human Resources when the duties of a position have substantially changed in order to ensure an accurate designation.

#### ***5.4.5 Responsibility for Time Reporting***

Employees are responsible for accurately completing their own timesheets. Supervisors shall **not** alter or adjust the hours that an employee reports on his/her timesheet. If the supervisor believes the employee has completed his/her timesheet in error, the supervisor shall discuss the issue with the employee. All employees are required every pay period to submit their electronic timesheets in a timely manner to the Comptroller's Office. Failure to do this on a regular and timely basis can result in discipline up to and including termination.

1. All non-exempt employees will record **all hours worked** and **all leave time** taken, whether paid or unpaid, and the type of leave taken (e.g., sick leave, annual leave, compensatory time) on the timesheet.
2. All exempt employees will record all hours worked and all leave time taken whether paid or unpaid, and type of leave taken (e.g., sick leave, annual leave) on a timesheet approved by the **employer**.

#### ***5.4.6 Timesheets***

Every timesheet will be reviewed by the Comptroller's Office. If timesheet falsification is suspected, the employee will be paid the hours asked for on the timesheet with the understanding that an investigation will be done on the timesheet by the supervisor and the Comptroller's Office. If it is found that timesheet falsification has taken place one or more of the following options will be taken:

- a. The timesheet will be resubmitted with the correct hours by the employee.
- b. The overpayment of wages will be returned by the employee.
- c. Discipline up to and including termination may occur.

## 5.5 Overtime

### 5.5.1 *Non-Exempt Employees*

1. Except as provided below, employees in positions designated as "non-exempt" will be eligible for overtime compensation as follows:

Employees will receive overtime compensation for hours worked in excess of eight hours in one day with the following exceptions:

- Employees who work more than eight, but not more than 10 hours in a day, will receive overtime compensation for hours worked in excess of 40 hours in one work week.
  - Employees who choose and are approved for a variable workday as provided in NRS 281.100(3)(b)(2) will receive overtime compensation for hours worked in excess of 40 hours in the workweek.
  - Employees whose hours are established by collective bargaining agreements will receive overtime accordingly.
  - Per NRS 281.100 and the Fair Labor Standard Act (FLSA), employees working as police officers, jailers, sheriff's deputies may work longer workweeks or workdays. Employers of police officers, jailers or sheriff's deputies may establish a work period of up to 171 hours within a 28-day period. For police, jailers, sheriff's deputies these work periods must be established as regularly occurring and by an affirmative statement by the Commissioners that such a work period is being established.
2. All overtime hours must be specifically authorized in advance by the employee's supervisor/manager. Overtime will be compensated at time and one half the employee's regular rate of pay. An employee's regular rate includes all payments made by the **employer** to the employee. Examples of payments to be included are: on-call pay, shift differential, hazard duty pay, and longevity pay. Paid overtime will be included in the same paycheck covering the pay period in which the overtime was reported and earned unless the correct overtime amount cannot be determined until after the regular pay period. Employees who earn overtime may, with the approval of the supervisor/manager, elect to receive compensatory time off in lieu of overtime pay. Compensatory time will be earned at the rate of one and one-half hours off for each

overtime hour worked. Employees who elect compensatory time off may accrue up to 160 hours. When an employee has exceeded the maximum number of hours specified, the excess hours will be paid out as overtime. Employees will be allowed to earn and use compensatory time in the same work week. Employees will be allowed to use compensatory time within a reasonable period of request unless it unduly disrupts the operations of **employer**. At any time, the **employer** may pay an employee for compensatory time earned and not used at his/her regular rate of pay, or schedule use at its discretion.

3. Time paid but not worked, such as sick leave, holidays, funeral leave, comp time and annual leave, will count toward hours worked for the purpose of computing overtime hours. If an employee uses leave and is called back to work the same day, the leave will be adjusted by the amount of hours the employee worked. Overtime will not be paid on the same day an employee uses leave.
4. Casual employees may not accumulate any hours of compensatory time.

If a non-exempt employee feels s/he has been improperly paid for overtime under the FLSA or state law, it is the responsibility of the employee to see correction by reporting any error to the Comptroller's Office. An investigation will be conducted on a timely basis and **employer** will act to correct any errors as soon as practicable.

### ***5.5.2 Exempt Employees***

Generally, exempt employees are hired with the understanding that they are responsible for accomplishing the duties required for their assigned position. It is the **employer's** policy to comply with all aspects of the FLSA including its salary-basis requirements. Therefore, making any deductions from the salaries of exempt employees which are not allowed by law is prohibited.

Consistent with the FLSA and NRS, employees in exempt positions are not required to be paid for overtime. The focal point is the job to be done, not the number of hours worked. However:

- a. Exempt employees are generally expected to be available to perform their job duties during normal business hours (usually 8:00 a.m. to 5:00 p.m., Monday through Friday). It is expected that in order for exempt employees to complete their assigned work from time to time, it will be necessary that they work beyond the normal work days and business hours of the employer. If, however, an exempt employee is working well beyond a 40-hour work week on a regular recurring basis, the **employer** may examine staffing levels and the employee's work habits and procedures.
- b. The time off does not constitute additional compensation to exempt employees on an hour-for-hour basis for hours worked in excess of 40 hours per week. Accordingly, exempt

employees will not “accrue a balance” of additional leave hours.

Exempt employees utilizing intermittent leave under the Family Medical Leave Act (FMLA) may have their pay deducted, including from sick or annual leave balances, for partial day or hour-by-hour absences.

Employers that have a bona fide annual and sick leave policy may make deductions from pay in full day increments when an exempt employee does not qualify to use leave, does not have accrued leave, or chooses not to use paid leave and is absent from work for one or more full days. Deductions from sick or annual leave balances may be made in full day increments.

Deductions will also be made to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. The **employer** will pro rate an employee’s salary based upon the days worked during the initial and terminal pay period of employment.

Exempt employees will be reviewed annually for the purpose of an increase. This increase will be done at the same time for all exempt employees. A substandard review can have an effect on the yearly increase.

## 5.6 “Safe Harbor”

**Employer** will classify employees as exempt or non-exempt, in accordance with the provisions of the Fair Labor Standards Act (FLSA) and applicable state law. If an employee feels s/he is improperly classified, s/he should request a review of the classification from Human Resources. An investigation will be conducted on a timely basis and **employer** will act to correct any errors as soon as practicable. The **employer** will not make improper deductions of pay from any employee, regardless of exempt or non-exempt status. Improper deductions should be reported to the Comptroller’s Office. The complaint will be investigated and **employer** will act to reimburse the employee if an error is found. **Employer** will continuously make a good faith commitment to comply with all provisions of FLSA and state laws and intends this policy of correction to satisfy the “safe harbor” provisions of the FLSA regulations, as amended effective August 23, 2004.

## 5.7 Rates of Pay

### 5.7.1 *Compensation Plan*

Each regular position will be assigned to a class and salary range in the compensation plan. Assignment to a salary range will be based on the relative level and complexity of the duties, responsibilities, and authority of the job. There are currently 30 steps in the **employer’s** salary scale per salary range. At the option of the Board of County Commissioners, the steps may be increased by using the same financial formula between steps. Each year the Board of County Commissioners may or may not set a change to the pay rates of every pay step in accordance with the budget and the financial health of the **employer**. The **employer** shall determine the salary ranges based on these considerations:

- a. Rates paid by the **employer** for comparable work;
- b. Internal relationships of other job classes in the same or similar occupation;

- c. Rates paid by other employers for comparable work;
- d. Other financial commitments of the **employer**; and
- e. Funds available to the **employer** for salaries.

The **employer** may adjust the minimum and maximum for each salary range periodically as changes in any of the factors listed above occur or to recruit and retain qualified employees for each job.

NRS 613.330 states it is unlawful to discriminate against an employee for inquiring about, discussing, or voluntarily disclosing information about wages. This does not apply to any employee who has access to or information about the wages of other employees as part of their essential job function and discloses that information to a person who does not have access to that information unless the disclosure is ordered by the Labor Commissioner or court.

#### ***5.7.2 Hiring Rate of Pay***

The normal hiring rate is the first step of the pay range for the position's classification. The Board of County Commissioners may authorize advanced step appointments.

Anytime any advanced step hired position is vacated by resignation or otherwise, the starting salary for that unfilled position reverts back to the beginning step and range applicable for that position, and for any advanced step, the Department must follow the advanced step hiring process in the Eureka County Personnel Policy.

#### ***5.7.3 Advanced Step Hire***

Fairness and equity in the administration of the compensation plan will be maintained when making advanced step hires. The Board of County Commissioners may authorize advanced step appointments when all of the following circumstances exist:

- a. The applicant's qualifications indicate s/he will perform at a level commensurate with the requested step;
- b. Other applicants with similar qualifications not requiring an advanced level salary are unavailable;
- c. Funds are available in the hiring department's budget to pay the higher rate
- d. Advanced hire rate will not exceed the step commensurate with current employees of comparable education, experience and skill levels.

#### ***5.7.4 Salary on Promotion, Transfer, Demotion, Reclassification, and Reallocation***

1. A regular employee who is promoted to a higher classification will move to that step in the range for the new class which provides a 5% pay increase, not to exceed the top step in the range for the new class. A promoted employee's salary shall not be less than the starting pay of the salary range for the new position.

2. Reclassification to a class with a higher salary range is treated as a promotion for salary purposes.
3. An employee who transfers to a position at the same salary range will retain their current range and step.
4. Employees who apply, interview or are offered a promotion or transfer will be provided the pay range for the new position upon request.
5. An employee who demotes to a position with a lower salary range will be placed at a step in the lower salary range which includes a 5% decrease from their current salary. If the employee's salary exceeds the top salary of the lower pay range the employee will be Y-Rated (see 5.13). Reclassification to a class with a lower salary range will be treated as a demotion for salary purposes.
6. The effective date for all promotions and demotions will be the beginning of the next pay period.
7. Reallocation of an existing class:
  - a. To a higher salary range is NOT a promotion. An employee in a class that is reallocated to a higher salary range shall be placed in the higher grade at a step closest to his/her current salary that does not provide a decrease, or step 1 of the new grade if the current salary does not fall within the grade range.
  - b. To a lower salary range shall be placed at the step closest to the employee's current salary that does not provide a decrease. If the employee's salary exceeds the top salary of the lower pay range the employee will be Y-Rated (see 5.12).

## **5.8 Special Pay Situations for Law Enforcement, Emergency Medical Service and Public Works**

### ***5.8.1 Holiday Pay for Law Enforcement and Emergency Medical Service***

1. If a holiday falls on a Sheriff's Office and Emergency Medical Service employee's day off, s/he shall receive up to 10 hours of holiday leave pay.
2. When the employee works on a holiday, s/he shall be paid time and one-half for each hour worked over the PERS full-time equivalent hours, plus the holiday leave for each holiday worked. (Example: Sherriff Office employee is scheduled to work twelve hours on the holiday. The employee will be paid for 10 hours of holiday leave plus any hours at time and one-half holiday pay over the PERS full time equivalent hours.)

### ***5.8.2 Call-Back Pay***

1. Call-back pay defined: Any time that the employee is called back to work on an unscheduled basis (e.g. called back to work without having been notified before completion of his/her last normal working day). PERS rules on callback pay will be applied based on PERS hire date.
2. Minimum call-back pay: An employee called to work who works any

portion up to 29 minutes, shall receive pay for one hour. If an employee works 30 minutes or beyond this minimum period, s/he will receive at least two hours pay. For payment purposes, time will start when the employee is contacted by phone, radio or in person. The one (1) hour and two (2) hour minimum payment will be calculated at straight time or overtime pay, whichever is applicable.

### **5.8.3 *Shift Differential***

For purposes of this section the shifts are described as follows:

- a. First Shift (Graveyard): Any shift whose major portion of the scheduled work hours is between the hours of midnight and 8 a.m.
- b. Second Shift (Day): Any shift whose major portion of the scheduled work hours is between the hours of 8 a.m. and 4 p.m.
- c. Third Shift (Swing): Any shift whose major portion of scheduled work hours is between the hours of 4 p.m. and midnight.

Shift differential shall be defined as time worked on any shift other than second shift. For each hour, or major fraction thereof, each employee performing shift work shall be paid at the rate of an additional \$1.00 for first shift and an additional \$.75 for third shift for all regular hours worked. Shift differential is not paid on any overtime hours.

### **5.8.4 *Stand-By Time***

Stand-by time is that time designated by the shift supervisor. Stand-by time is normally four hours immediately following the employee's shift or four hours prior to the employee's shift. Stand-by time will be paid in the amount of \$2.50 per hour, to compensate employees for being readily available for work.

#### **1. Requirements:**

- a. An employee is in stand-by status when s/he is:
  - i. Directed to remain available for work during specified hours;
  - ii. Prepared to work if the need arises, although the need for him/her to work may not arise;
  - iii. Able to report for work within 15 minutes;
  - iv. Directed by his/her supervisor to carry a paging device or cell phone or provide a telephone number where s/he may be contacted; and allowed to use the time s/he is waiting for notification to work for personal pursuits.
  - v. Each employee who agrees to serve on stand-by shall sign a statement agreeing to the requirements for stand-by status.

- b. When an employee returns to work after receiving notice to report to work, s/he ceases to be on stand-by status and qualifies for straight time or overtime pay, whichever is applicable, for actual time worked. Upon completion of work, s/he returns to stand-by status for the remainder of the time s/he has been directed to be in stand-by status.

#### ***5.8.5 Field Training Officer (FTO) and Communications Training Officer (CTO) Pay***

Field Training Officer and Communications Training Officer pay will be paid for that time designated by the shift supervisor that a Sheriff's Office employee is working or has worked as a FTO or CTO, and is set at an additional 5% of base rate, calculated on a pay per hour basis. FTO or CTO pay is not paid on any overtime hours.

## **5.9 Step Increases**

### ***5.9.1 Step Advancements Authorized***

1. An employee who is currently not paid at the top step of the salary range for his/her class is normally eligible for a step advancement on his/her **anniversary date**. Raises in salary resulting from step advancements are based on satisfactory performance, and are not automatic. Step advancement will range from none to one. A step advancement may be granted only upon a finding by the **employer** that the employee meets all of the performance requirements of the position and complies with all of the **employer's** rules, regulations, and policies. An employee who is evaluated with an average score of two or less will not receive an increase, an average score of 2.1 to a maximum of 3 will be eligible for a step advancement and shall move to the next higher step within the range. All evaluations will be reviewed by Human Resources before being presented to the employee. When the review is completed it will be filed in the employee's personnel file.
2. Except when Y-rated, an employee will not be paid a regular rate of pay above the top step of the salary range for his/her classification.
3. Step adjustments may be made to a supervisor to maintain an appropriate differential, not to exceed two steps, between the base rate of pay of a supervisor and the base rate of pay of an employee who is in the direct line of authority of the supervisor. An adjustment may be granted pursuant to this provision if, before the adjustment, the base rate of pay of the employee is the same or greater than the base rate of pay of the supervisor.
4. Salary step advancements are administered by the supervisor/manager, subject to the confirmation of Human Resources that there is adequate documentation that all requirements have been met and that there has been a performance evaluation form properly completed and signed by both the supervisor and employee.
5. An updated payroll status change form must be submitted to the Comptroller's Office by the employee's anniversary date for any



increase or decrease to the employee's pay.

### **5.9.2 *Anniversary Date/Step Advancement***

1. The date on which an employee becomes eligible for consideration for step advancement is known as the **anniversary date**. When approved in writing, step advancements will become effective at the beginning of the pay period following the employee's anniversary date.
2. A promotion and reclassification to a class with a higher salary range shall establish a new anniversary date.
3. A demotion or reclassification to a class with a lower salary range shall not establish a new anniversary date.

## **5.10 Withholding of Step Advancements**

### **5.10.1 *Job Performance***

When the **employer** has determined that the job performance of an employee is less than satisfactory, the step advancement shall be withheld. The employee's introductory period may be extended up to six months. The employee's performance shall be documented and a copy of the documentation provided to the employee. An action plan to improve must be prepared by the manager and employee when there is a less than satisfactory job performance.

### **5.10.2 *Unpaid Leaves of Absence***

An employee's eligibility for consideration for step advancement shall be delayed by temporary layoffs or unpaid leaves of absence in excess of 30 working days during the 12-month period following the employee's last step advancement. The employee's anniversary date shall be adjusted by the total number of days of unpaid leave.

### **5.10.3 *Granting of Withheld Advancements***

The **employer** may approve a step advancement at the beginning of any pay period upon finding that the employee now meets the qualifications for an advancement. The employee's anniversary date shall be adjusted to the date on which the step advancement is actually granted. If a step advancement is not granted in the interim, the employee shall be considered for step advancement on the next anniversary date.

## **5.11 Flat Rate Salaries**

Certain job classes may be assigned to flat rates of pay in the compensation plan. Employees in classes assigned to a flat rate of pay are not eligible for step increases.

## **5.12 Casual/Temporary/Seasonal Worker Compensation**

### **5.12.1 *Rates of Pay***

The **employer** will pay casual workers at the rate of pay established for the same work when performed by regular employees, or as appropriate for the type of work performed. Students receiving school credit for work may be paid at a rate established by the **employer** for student interns.

The **employer** may choose to adjust the rates of pay annually consistent with general salary increases granted regular employees.

### ***5.12.2 Step Advancements***

On their anniversary date, the **employer** may advance casual/temporary/seasonal workers to the next step in the approved pay range for the work assigned. The **employer** shall consider the qualifications and performance of the worker, the length of time the casual/temporary/seasonal worker has been assigned to the work, the rates paid to regular employees assigned similar work, and the funds available when determining whether to grant a step advancement.

### ***5.12.3 Implementing Pay Increases***

To authorize a pay increase, the supervisor/manager will certify that a casual hire's performance is acceptable and request the increase in a job evaluation to Human Resources. All pay increase are effective the beginning of the next pay period following the anniversary date.

## **5.13 Y-Rate**

The **employer** may pay an employee, who is reduced to a lower class as a result of reclassification or reorganization not associated with layoff or discipline and not the result of employee action or request, at his/her current rate of pay which is above the top step of the range or between steps of the range. Similarly, an employee in a class which has its salary adjusted to a lower rate may also be paid at a rate of pay above the top step of the range. This rate shall be known as a "Y-Rate." At the discretion of the **employer**, assignment to such a rate of pay is available to employees who are fully qualified to perform the work of the lower paid class.

An employee who is at a Y-rate above the top step of the range for the new (lower) class shall continue to receive the Y-rate while employed in the new class until a change in the rate of pay for the employee's new class causes the top step of the new class to be equal to or greater than the employee's Y-rate.

An employee who is at a Y-rate which is between the steps of the range for the new (lower) class shall continue to receive the Y-rate until a change in the rate of pay for the employee causes the rate for the step in the range to which the employee is entitled to exceed his/her current rate of pay.

## **5.14 Work Out-of-Class**

### ***5.14.1 Policy***

Employees may occasionally be asked to perform duties beyond the scope of their normal position or asked to temporarily assume the duties of a higher level budgeted position for a short period. In the event that such work extends beyond a short-term assignment, the **employer** establishes criteria for paying employees for temporarily performing work beyond the assigned duties of their current job class, and for employees temporarily assigned the duties of a management or administrative position.

### ***5.14.2 Assignments***

1. Employees may be temporarily assigned the duties and responsibilities of a budgeted, higher level position provided the position is currently vacant, **or** the employee normally filling the position is on authorized leave, **or** has been temporarily relieved of all regular duties to complete a special project approved by the **employer**, **or** because of temporarily

increased workload requirements.

2. The same employee shall not be assigned to the higher level duties for more than six consecutive months unless specifically approved by the supervisor/manager, who may extend the assignment for not more than an additional six months.
3. Once the employee working out-of-class returns to their regularly assigned duties they shall move back to the step and range previously assigned to them prior to the working-out-of class assignment.
4. If an employee working out-of-class is formally promoted to the higher- level position, they shall not receive an additional 5% pay increase.

#### **5.14.3 Employee Eligibility**

1. Employees must be formally assigned and actually performing the duties of the higher job class.
2. The salary range for the higher paid class must be at least 5% above the range for the employee's current job class.
3. Beginning on the 7th consecutive workday of performing the duties of the higher-level position, employees will be paid at a rate 5% above their current rate of pay, or at the entry rate of the higher job class, whichever is greater, but not to exceed the top step of the higher classification.
4. The provisions of this section shall not be used to authorize additional pay to: provide additional compensation pending action on a request for reclassification of a position or approval of a recommendation to reclassify a position; or to reward employees neither for outstanding service, employees in an introductory period, nor for any purpose other than those stated.

### **5.15 Longevity Pay**

This plan is to encourage continuity of service and is established for employees with three continuous years as a member of the Public Employee's Retirement System as an employee of the employer. Service credit time with any other employer does not count towards the employer's longevity pay.

#### **5.15.1 Longevity Pay Calculation**

The longevity pay will be calculated at 1% per annum of his/her base salary, not to exceed 30% in addition to any grade and/or step increases to which the employee may be entitled. The longevity rate will be calculated once per year on the pay period following the anniversary of the employee's hiring date and paid bi-weekly. The calculation will be based on 1% of each individual year of the employee's wage and then added together to attain the total longevity rate. Longevity pay will no longer increase after 30 years of continuous employment with Eureka County. Longevity pay is not paid on any overtime hours. Elected Officials will earn longevity pay based on guidelines listed in NRS 245.

#### **5.15.2 Part-Time Employees Prorated Calculation**

For qualifying part-time employees, the longevity rate will be prorated at the end of three continuous years. The longevity for part-time employees will be prorated to full-time employment based on 2080 hours per year.

***5.15.3 Continuous Service Credit***

Continuous service credit time will not be broken due to involuntary layoff, approved personal, family or medical leave, or approved military leave. Any other break of service will nullify any longevity pay benefits until an employee earns the proper service credit time again.

# LEAVE PLANS

## 6.1 Holidays

### 6.1.1 *Holidays Designated*

The following holidays are recognized by the **employer**:

New Year's Day – January 1

Martin Luther King, Jr.'s Birthday – Third Monday in January

President's Day – Third Monday in February

Memorial Day – Last Monday in May

Juneteenth – June 19

Independence Day – July 4

Labor Day – First Monday in September

Nevada Day – Last Friday in October

Veterans Day – November 11

Thanksgiving Day – Fourth Thursday in November

Family Day – Friday following the fourth Thursday in November

Christmas Day – December 25

Any day declared a legal holiday by the President of the United States may be observed. The **employer** will observe a holiday, which occurs on a Saturday or a Sunday, on the day before or after the holiday.

Except as otherwise provided by NRS 293.560 and 293C.527, all state, county and city offices, courts, public schools and the Nevada System of Higher Education must close on the legal holidays enumerated in the above section unless in the case of appointed holidays all or a part thereof are specifically exempted.

### 6.1.2 *Holiday Pay*

1. Recognized holidays are typically non-work days. Each regular employee in a full-time, non-exempt position who is on paid status on his/her regularly scheduled work day before and after a holiday will be paid eight hours of pay at his/her rate of pay for each recognized holiday. In addition to the eight hours of regular pay, every non-exempt employee scheduled for eight hours of work, will receive an additional two hours of holiday time that must be taken within 30 calendar days of the holiday. These two hours must be taken as time off and scheduled and approved by the manager/supervisor. Employees in regular part-time, non-exempt positions, who are on paid status on the day before and after a holiday will be paid pro-rated hours for each recognized holiday at his/her rate of pay based on their normal work schedule. Holiday pay that is pro-rated will be based on hours that are budgeted for each position. This is determined by the number of hours approved in the final budget. Casual, seasonal, temporary

employees will not be paid unless they work on the holiday, in which case it will be paid at their overtime rate.

2. Employees who work a 4/10 schedule, as stated in Section 5.5.1., receive ten hours of holiday pay. An adjusted work schedule must be approved in advance.

### **6.1.3 Weekend Holidays**

For employees regularly assigned to work Mondays and/or Fridays, if a holiday falls on a Saturday, the Friday preceding will be observed as the holiday. If a holiday falls on a Sunday, the Monday following will be observed as the holiday. When a holiday falls on Saturday or Sunday for an employee regularly scheduled to work on the Saturday or Sunday, the employee will observe the holiday, for pay purposes, on the Saturday or Sunday. If the holiday falls on a regularly scheduled day off, the employee will observe the holiday on the next regularly scheduled work day, unless an alternative is authorized by the **employer**.

### **6.1.4 Work on Holidays**

Non-exempt, regular, full time employees who work on a designated holiday shall be paid for the holiday leave plus one and one-half times their regular rate of pay for any time worked over the PERS full-time equivalent hours.

## **6.2 Annual Leave**

### **6.2.1 Annual Leave Accrual**

1. All full-time employees will earn annual leave beginning from their initial date of hire as follows (Part-time employees who regularly work 20 hours or more per week will earn annual leave on a pro-rata basis): On the first day of the pay period following the completion of working the equivalent of 180 calendar days (6 months) of continuous county service, all appointed officers and regular employees, who are employed full time, shall be allowed 60 hours credit for annual leave, the amount will be adjusted for any leave without pay during this period. Thereafter, for each calendar month of service the employees shall be allowed 10 hours of annual leave up to one (1) year; one (1) year but less than seven (7) years employees shall earn 11 hours of annual leave; seven (7) years but less than fifteen (15) years employees shall earn 12.5 hours of annual leave; fifteen (15) years and above employees shall earn 15 hours of annual leave. For the purpose of computing credit for annual leave, each employee shall be considered to work not more than 40 hours each week.
2. Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for each regularly scheduled hour worked or on paid leave. Annual leave is not accrued for any other hours.
3. Annual leave is earned and credited to the employee twice a month. The amount of annual leave accrual is based upon years of service adjusted, as specified, for leaves of absence without pay. Eligible

employment includes all paid time in a regularly budgeted full or part time position.

### **6.2.2 Eligibility Maximum Accrual**

Accrued annual leave may not exceed 240 hours on June 30 of each year.

### **6.2.3 Use of Annual Leave**

Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Employees may not use annual leave before it is accrued. Employees shall provide at least 15 days' notice when requesting annual leave in excess of three days requested off. In emergency situations the 15 days' notice will be waived. Annual leave may be requested in writing with a leave request form if required by the supervisor. Regular part-time employees will use leave based on their scheduled work hours. Employees will also be required to use annual leave concurrently with FMLA leave.

### **6.2.4 Annual Leave Pay at Termination**

Upon termination, an employee will be paid for all accrued annual leave at the employee's last regular rate of pay up to 240 hours. For all eligible employees, the pay will be based on the employee and employer PERS (E & E) rate.

- Elected county officers must not be paid for accumulated annual leave upon termination of the officer's services per NRS 245.210
- Appointed officers and employees must not be paid for accumulated annual leave upon termination of employment unless they have been employed for six months or more.

## **6.3 Sick Leave**

### **6.3.1 Policy**

#### **1. Accrual**

The **employer** expects each employee to be available for work on a regular and reliable basis. The **employer** will monitor attendance and leave use whether or not the employee has accumulated leave balances remaining in his/her sick leave account.

- a. All regular full-time employees will earn sick leave beginning from their initial date of hire as follows: On the first day of the pay period following the completion of working the equivalent of 180 calendar days of continuous County service, all appointed officers and regular employees, who are employed full-time, shall be allowed 60 hours credit for sick leave. Thereafter, for each calendar month of service the employee works, he/she shall be allowed 10 hours of sick leave. Sick leave is not accrued for any other hours.
- b. Sick leave hours are earned and credited to the employee twice a month.
- c. Regular part-time employees who regularly work 20 hours or more per week will earn sick leave on a pro-rata basis.

Regular part-time employees will use leave based on their scheduled work hours.

## 2. Catastrophic Leave Program

Employer recognizes employees may have a family medical emergency or be affected by a major disaster, resulting in a need for additional time off in excess of their available paid leave time (sick, annual, and/or compensatory time off). To address this need, all eligible employees will be allowed to donate (sick or annual) leave from their unused balance to the Catastrophic Leave Program to assist employees in need of paid leave in accordance with this policy. This policy is strictly voluntary and complies with US Tax Code.

- Eligibility

Employees must have worked for the employer in a full- or part-time regular position for a minimum of six months and successfully passed the introductory period to be eligible to donate and/or receive donated leave from the Catastrophic Leave Program.

- Guidelines

Employees who would like to make a request to receive donated leave from the Catastrophic Leave Program must have a situation that meets the following criteria:

*Medical emergency:* A medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty or the employee needs additional time off for bereavement in the event of the death of a parent, spouse, or child, and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. An immediate family member is defined as a spouse, child, or parent.

*Major disaster:* A disaster declared by the president under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), or as a major disaster or emergency declared by the president pursuant to 5 U.S.C. §6391 for federal government agencies. An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or to a family member of the employee that requires the employee to be absent from work.

- Donation of Paid Leave

- a. Any employee with over 120 hours of sick leave may donate up to 20 sick leave hours per year (provided the employee retains at least 120 hours for their own use) to a catastrophic leave program to be administered by the Comptroller's Office upon application by employees in need of additional sick leave hours. Additional donations beyond the 20 hours per year may be granted through action by the Commissioners.
- b. Employees must exhaust their accumulated sick, annual, and compensatory leave time to be eligible. Catastrophic leave program hours may only be applied to leave actually taken.



- c. The maximum amount of time an employee may draw from the individual catastrophic leave donations is 120 hours per event. Additional time may be granted through action by the Commissioners.
- d. When sick leave is donated it is to be converted to current dollars based upon the current rate of pay of the donator. When sick leave is withdrawn, it will be based upon the current rate of pay of the recipient.
- e. All requests and donations for sick leave from the catastrophic leave program must be confirmed by Human Resources after approval for the time off by the manager/supervisor.
- f. Donated Catastrophic Leave Program hours will be discontinued:
  - If the leave recipient separates from employer employment.
  - If the leave recipient, or the family member, no longer suffers from the emergency medical condition or major disaster for which the Catastrophic Leave Program hours were provided.
  - Fraudulent use of the Catastrophic Leave Program will result in immediate discontinuation of Catastrophic Leave benefits and may lead to disciplinary action, up to and including termination.

The recipient will be notified in writing whenever the donated Catastrophic Leave Program leave will be or has been terminated or rescinded. Adjustments will be made to the recipient's compensation and leave records, as appropriate, for any period during which the Leave Donation Program leave has been terminated or rescinded.

### 3. Use of Sick Leave

Sick leave is for use in situations in which the employee must be absent from work due to:

- a. His/her own physical illness or injury.
- b. His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements.
- c. The need to provide medical care for an ill or injured dependent or relative within the second degree of consanguinity, legal guardianship or affinity. Medical care includes accompanying a dependent or relative within the second degree of consanguinity, legal guardianship or affinity to medical appointments.
- d. Medical or dental appointments for the employee; provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the work day.

- e. Any disability.

Employees who are absent from work due to sick leave shall be at their residence, a medical facility, their health care provider's office or shall notify their supervisor of their whereabouts when using sick leave.

Employees will also be required to use sick leave concurrently with FMLA leave.

4. Abuse of Sick Leave

Use of sick leave for purposes other than those listed above is evidence of abuse of sick leave. Abuse of sick leave may be cause for disciplinary action, up to and including termination. If the **employer** suspects abuse, they may require substantiating evidence which may include, but is not limited to, a certificate from a health care provider.

5. Illness During Annual Leave

If an employee on annual leave suffers an illness or injury which requires medical treatment from a health care provider, s/he may elect to charge that time to accumulated sick leave provided the employee furnishes the **employer** with a certificate issued by the health care provider providing treatment.

6. Placing an Employee on Sick Leave

The **employer** may place an employee on sick leave if s/he has an illness that appears to be contagious or due to a known or suspected illness or injury, or the employee is not able to perform the essential functions of their position with or without reasonable accommodation.

7. Return to Work

An employee on sick leave shall notify his/her department manager as soon as the employee is able to return to work. An employee returning from an extended absence shall give as much advance notice of return as possible. The **employer** may also require a statement from a health care provider certifying the employee's fitness to return to work.

8. Sick Leave at Separation

Upon separation from employment due to resignation, retirement, disability, or death, or continuation as an elected official serving in Eureka County, an eligible employee shall receive a one-time recognition payment based upon the amount of unused sick leave remaining in the employee's sick leave account. The amount to be paid out is equal to 75% of the employee's sick leave hours paid at their PERS employee/employer hourly wage, provided that the employee has at least five years of service. Years of service as an elected official shall be counted, but no additional sick leave accrues while serving. If the separation is due to the death of the employee, the compensation due will be paid to the beneficiary(s) designated in the PERS system by the employee.

**6.3.2 Procedure**

1. Leave Approval

An employee shall complete an appropriate leave request form as soon as the need for a leave is known. The **employer** shall determine whether to approve use of accrued sick leave and shall approve such a request whenever it is deemed reasonable.

2. Notification

Any employee who is ill or unable to report to work for any reason shall notify his/her immediate supervisor no later than 15 minutes before or following the employee's normal work reporting time. In the event of a continuing illness, the employee shall continue to notify his/her immediate supervisor daily or at appropriate intervals agreed on by the supervisor of his/her condition. The **employer** may deny sick leave requests which are not in compliance with this policy. Failure to call in at the proper times can be considered a no call no show which can result in discipline up to and including termination.

3. Health Care Provider's Certification

The **employer** shall require an employee who has been absent for more than three days in a pay period to provide a health care provider's certification or appropriate documentation (appropriate documents include proof of a health care visit on the applicable date or dates) that the illness/injury incapacitated the employee from performing his/her duties, was necessary for the employee to make full and timely recovery, or was appropriate to avoid the spread of a contagious disease. The certification will also verify the employee's fitness for return to work. Whenever an employee qualifies for FMLA leave, the employee is required to submit to the **employer** the "Certification of Health Care Provider" form referenced in the FMLA policy.

## 6.4 Family and Medical Leave

### 6.4.1 Policy

Public employers are covered under the Family and Medical Leave Act (FMLA), and will comply with the requirements of the FMLA and advise employees if they meet all the FMLA eligibility requirements. **Employer** must provide employees *Form WHD-381 Employee Rights and Responsibilities Under the Family and Medical Leave Act* and are also required to post and keep posted this notice in a conspicuous place that can readily be seen by employees and applicants alike, even if no employees are eligible.

1. Eligibility

Employees who have been employed by the **employer** for a total of 12 months and worked for the **employer** at least 1,250 hours during the preceding 12-month period and are employed at a work site where 50 or more employees work for the **employer** within 75 surface miles of that work site are eligible for FMLA leave. When the 1,250 hours are calculated, the hours an employee was on leave, even if that leave was paid, do not count toward the 1,250 hours worked. However, an employee who has a military service obligation must be credited with the hours of service that would have been performed, but for the period

of military service. The required 12 months of employment does not have to be consecutive. There may be a break in service as long as it does not exceed seven years. There is an exception to the seven-year condition for USERRA-covered military service or written agreements. All employees meeting the above qualifications qualify for FMLA, regardless of their seasonal, temporary, etc., status.

## 2. Compensation During Leave

FMLA leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. An employee on FMLA leave must use all of his/her accrued paid annual leave, sick leave (if it qualifies under **employer's** sick leave use requirements), compensatory time off leave, and personal time off concurrently with FMLA leave. When substituting accrued paid leave, the employee must comply with the **employer's** procedural requirements, terms, and conditions of the paid leave policy as appropriate; the remainder of the leave period will then consist of unpaid FMLA leave. Employees must be made aware that they are required to use sick, annual, compensatory time, and personal leave as appropriate, in the rights and responsibilities notice *Form WH-381: Notice of Eligibility and Rights & Responsibilities*.

## 3. Intermittent or Reduced Schedule Leave

When medically necessary (as distinguished from voluntary treatments and procedures) or for any qualifying exigency, leave may be taken on an intermittent or reduced schedule basis. Leave for bonding with a healthy newborn or placement of a healthy child for adoption or foster care is not considered medically necessary and, therefore, may not be taken on a reduced schedule or intermittent basis unless agreed to by the employer. Employees needing intermittent leave or reduced schedule leave must make a reasonable effort to schedule their leave so as not to disrupt unduly the employer's operations. If the leave is foreseeable, the employer may require an employee on intermittent leave or reduced schedule leave to temporarily transfer to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates the employee's intermittent or reduced schedule leave. Intermittent leave and reduced schedule leave reduce the 12-week entitlement only by the actual time used. When an employee who was transferred no longer needs intermittent or reduced schedule leave, the employee must be placed in the same or equivalent position held prior to when the leave commenced.

### **6.4.2 Duration of and Reasons for Leave**

#### 1. Duration of Leave

Any eligible employee, as defined above, may be granted a total of 12 weeks of unpaid FMLA leave (which can run concurrent with paid leave) during a 12-month period (see exception for Military Caregiver Leave as provided in section 6.4.3 below). This period is measured backward from the date an employee uses any FMLA leave. A "week"

is defined as a calendar week, regardless of the number of days the employee normally works. Twelve weeks does not entitle a part-time employee working three days a week to 60 leave days, but rather 12 weeks. Part-time employees eligible for the use of FMLA leave are entitled to such use on a pro-rated basis.

## 2. Reasons for Leave

FMLA may be granted for the following reasons:

- The birth of the employee's child and in order to care for the newborn child;
- The placement of a child with the employee for adoption or foster care;
- To care for the employee's spouse, child, or parent who has a serious health condition;
- An employee's own serious health condition that prevents the employee from performing one or more of the essential functions of his/her job. Serious health conditions may include conditions resulting from job-related injuries and/or illnesses, including time an employee is receiving lost time compensation; or
- Due to a qualifying exigency arising when an employee's spouse, son, daughter, or parent is a military member on covered active duty or has been notified of an impending call to covered active duty.

## 3. Conditions for Leave

### a. Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition of incapacity or treatment that involves:

- Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility.
- Continuing treatment by (or under the supervision of) a health care provider for a period of incapacity of more than three consecutive full calendar days, combined with at least two visits to a health care provider within 30 days of the first day of incapacity or one visit to a health care provider requiring a regimen of continuing treatment, e.g., prescription medication.

### b. Exigency Leave:

- Short-term notice deployment (deployment in seven or less calendar days)
- Military events and activities
- Childcare and school activities
- Family support or assistance programs
- Financial and legal arrangements

- Counseling
- Servicemember's rest and recuperation leave (limited to 15 calendar days for each instance)
- Post-deployment activities
- Parental leave for the spouse, son, daughter, or parent of a military member to care for the military member's parent who is incapable of self-care. The leave may be used for arranging for alternate care, providing care, admitting or transferring the patient to a care facility, or attending a meeting with care facility staff.
- Additional activities arising out of active duty that the **employer** and employee agree upon.

c. Covered Active Duty:

- In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.
- In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

4. Limitation of Leave

The entitlement to FMLA leave for the birth or placement of a child for adoption or foster care **will** expire 12 months from the date of the birth or placement. If both an employee and his/her spouse are employed by the **employer**, their combined time off may not exceed 12 weeks during any 12-month period for the birth, adoption, or foster care of a child, or care of a parent with a serious health condition. Each spouse is, however, eligible for the full 12 weeks within a 12-month period for his/her own serious health condition, or to care for a son, daughter, or spouse with a serious health condition.

Employees may not take more than a combined total of 12 weeks in a 12-month period for all FMLA qualifying reasons listed in section 6.4.2.2.

**6.4.3 Military Caregiver Leave**

1. Policy

An eligible employee, as defined in 6.3.1.1. above, may be granted a total of 26 weeks of unpaid FMLA leave (which can run concurrent with paid leave) during a 12-month period to provide caregiver leave for a seriously ill or injured covered servicemember or veteran who is the employee's spouse, son, daughter, parent, or next of kin. This period is always measured forward from the date an employee takes FMLA leave to care for the covered servicemember or veteran and ends 12 months after that date.

2. Limitations of Leave

Employees cannot take more than a combined total of 26 weeks for military caregiver leave or because of other FMLA qualifying reasons as provided in 6.4.2. A husband and wife both working for the same employer are limited to a combined total of 26 weeks of FMLA military caregiver leave.

#### **6.4.4 Notice of Leave**

An employee intending to take FMLA leave because of an expected birth placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or family member, or the planned medical treatment for serious illness or injury of a covered servicemember shall provide notice for such leave at least 30 days before the leave is to begin. If a requested leave will begin in less than 30 days, the employee must give notice to his/her immediate supervisor as soon as the necessity for the leave is known. Reasonable advance notice is required for all leaves, even if the event necessitating the leave is not foreseeable. If an employee gives less than 30-day notice, the **employer** may require an explanation. For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable.

Within five business days (absent extenuating circumstances) of receiving notice that 1) an employee requests to use FMLA leave, or 2) the **employer** acquires knowledge that a leave may be for a FMLA-qualifying reason, the **employer** will complete *Form WH-381 Notice of Eligibility and Rights and Responsibilities*. Completion of this form will designate if an employee is eligible for FMLA, or if an employee is not eligible, the reason(s) why s/he is not eligible. The form will designate if the employee is required to obtain certification related to medical conditions and/or required family relationships. The **employer** may require the use of FMLA leave for any absence which would otherwise qualify as FMLA leave, even if no formal application for such leave was made by the employee, provided notice is given to the employee.

#### **6.4.5 Certification of Leave**

##### 1. Certification Forms

###### a. Serious health condition

A request for leave based on the serious health condition of the employee or the employee's spouse, child, or parent must be supported by completion of *Form WH-380-E - Certification of Health Care Provider for Employee's Serious Health Condition* or *Form WH-380-F - Certification of Health Care Provider for Family Member's Serious Health Condition* completed by the health care provider. (Note: Attach the employee's current job description to Form 380-E when it is sent to the employee's health care provider.)

The Certification of Health Care Provider form must be completed and returned by the employee within 15 calendar days, absent extenuating circumstances.

###### b. Exigency leave

Employees requesting FMLA leave for qualifying exigency are required to complete *Form WH-384 Certification of Qualifying Exigency for Military Family Leave* and provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status.

c. Caregiver leave

Employees requesting FMLA leave for military caregiver leave are required to complete Form WH-385 Certification of Serious Injury or Illness of Covered Service Member for Military Family Leave or WH-385-V Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave within 15 calendar days, absent extenuating circumstances. Employees may also submit invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to any family member to join an injured or ill servicemember at his/her bedside in lieu of forms WH-385 or WH-385-V.

2. Incomplete or Insufficient Certification (cure period)

If a certification is incomplete or insufficient, the employee will be given seven calendar days (unless not practicable under the particular circumstances despite the employee's diligent good faith efforts) to cure any such deficiency. If the deficiencies specified by the **employer** are not cured in the resubmitted certification, the **employer** may deny the taking of FMLA leave. A certification that is not returned to the **employer** is not considered incomplete or insufficient, but constitutes a failure to provide certification.

3. Clarification or Authentication of Certification

**Employer** may contact the employee's health care provider for the purpose of clarification or authentication after giving the employee an opportunity to clarify specific discrepancies. Only the Human Resources, Comptroller's Office and/or the District Attorney may contact the health care provider.

4. Second or Third Opinions

If the **employer** questions the validity of the certification, the **employer** may require, at its expense, the employee obtain a second opinion from a health care provider designated by the **employer**. If the second opinion conflicts with the original opinion, the **employer** may require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the **employer** and the employee. This third opinion will be considered final and binding on both parties.

Second and third opinions are not permitted for leave to care for a covered servicemember when the certification has been completed by a Department of Defense or Department of Veterans Affairs health care provider. However, second and third opinions are permitted when the



certification has been completed by other health care providers as provided for by law.

Second and third opinions are not allowed on a fitness-for-duty certification.

#### 5. Recertification

In instances where the minimum duration of leave anticipated by the original certification is more than 30 days, the **employer** may require the employee to recertify that the original medical condition still exists. Such requests can be made no more frequently than the minimum duration of the leave requested (e.g., 40 days) or once every six months in connection with an absence.

In situations in which the minimum duration of leave anticipated by the original certification is less than 30 days, the **employer** may request recertification if the employee requests an extension of leave, the circumstances described by the original certification have changed significantly, or the **employer** receives information casting doubt upon the continuing validity of the certification.

Re-certifications are not permitted for leave to care for a covered servicemember.

#### 6. Annual Medical Certification

The **employer** may require the employee to provide new medical certification, not recertification, for his/her first FMLA-related absence in a new 12-month leave year.

##### **6.4.6 Designation Notice**

Within five business days (absent extenuating circumstances) of receipt of all required information, the **employer** will make a determination if an employee's request for leave is for an FMLA-qualifying reason. The **employer** will complete *Form WH-382 Designation Notice* indicating if leave is approved or not and provide to employee.

If the **employer** cannot make a determination from the information provided, they will use this form to:

- a. Indicate the information presented is incomplete or insufficient and provide the employee seven calendar days to provide complete information.
- b. Provide notice to an employee if a second or third medical certification is required.

**Employer** may also use this form to designate a fitness-for-duty certificate which will be required prior to returning to work.

##### **6.4.7 Benefits Coverage During Leave**

During a period of FMLA leave, an employee will be retained on the **employer's** health plan under the same conditions that would apply if the employee was not on FMLA leave. To continue health coverage, the employee must continue to make any contributions that s/he would otherwise be required to make. Failure of the employee to pay his/her share

of the health insurance premium may result in loss of coverage.

If the employee fails to return to work after the expiration of the FMLA leave, the employee may be required to reimburse the **employer** for payment of health insurance premiums during the leave, unless the reason the employee cannot return is due to circumstances beyond the employee's control. The definition of "beyond the employee's control" includes a large variety of situations such as: the employee being subject to layoff; continuation, recurrence, or the onset of an FMLA-qualifying event; or the employee's spouse's unexpected worksite relocation of more than 75 miles from the current worksite.

An employee is not entitled to the accrual of any seniority or employment benefits during any unpaid leave. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date the leave began and will be entitled to any unconditional pay increase, such as cost of living increase granted to all employees during the FMLA leave period.

#### **6.4.8 Outside Employment**

An employee is prohibited from engaging in outside employment during an FMLA absence if the job conflicts with the reason the employee is on FMLA leave; e.g., an employee is on FMLA leave due to a back injury and works a job requiring heavy lifting. All other requirements of **employer's** outside employment policy apply.

#### **6.4.9 Periodic Reporting**

Any employee on FMLA leave must notify **employer** periodically of his/her status and intention to return to work. The **employer** has the authority to determine how often the employee must provide this notification.

#### **6.4.10 Change in Duration of Leave**

##### **1. Return Prior to Expiration**

If an employee wishes to return to work prior to the expiration of the approved FMLA leave period, s/he must notify the supervisor within two business days prior to the employee's planned return. Employees may be required to provide a fitness-for-duty certification (if indicated on the designation notice) specifically addressing the employee's ability to perform the essential functions of his/her job, prior to returning to work if the FMLA leave of absence was due to the employee's own serious health condition. Employees required to present a fitness-for-duty certification may be delayed in restoration to employment until certification is provided. Second and third opinions are not allowed on a fitness-for-duty certification.

##### **2. Request an Extension of Leave**

An employee who requests an extension of FMLA leave due to the continuation of a qualifying exigency, care for servicemember, continuation, recurrence, or onset of his/her own serious health condition, or of the serious health condition of the employee's spouse, child, or parent, must submit a request for an extension, in writing, to

the **employer**. This written request should be made as soon as the employee realizes that s/he will not be able to return at the expiration of the leave period. Any additional time requested beyond the FMLA 12-week period (or 26-week period for caregiver leave) will not be considered as FMLA. Rather, such time, if approved by the **employer**, will be characterized as either paid or unpaid leave, thereby ending the **employer's** reinstatement obligations.

Upon returning to work, an employee on FMLA leave will be restored to his/her most recent position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The **employer** cannot guarantee that an employee will be returned to his/her original position. The **employer** will determine whether a position is an "equivalent position" as defined by FMLA. Employee's right to restoration, however, ceases at the end of the applicable 12-month FMLA leave year.

Employees may be required to provide a fitness-for-duty certification (if indicated on the designation notice) specifically addressing the employee's ability to perform the essential functions of his/her job, prior to returning to work if the FMLA leave of absence was due to the employee's own serious health condition. Employees required to present a fitness-for-duty certification may be delayed in restoration to employment until certification is provided. Second and third opinions are not allowed on a fitness for duty certification.

Key employees may be denied job restoration if such denial is necessary to prevent substantial and grievous economic injury to the operations of **employer** and the employee was given written notice they were considered a key employee at the time they gave notice of FMLA leave or when the leave commenced.

#### ***6.4.11 Failure to Return from Leave***

Failure of an employee to return to work upon the expiration of an FMLA leave of absence will subject the employee to disciplinary action, up to and including termination, unless the **employer** has granted an additional (paid or unpaid) extension. (Note: Refer to **employer's** other leave policies.) Nothing in this policy limits **employer's** obligations of reasonable accommodation under the Americans with Disabilities Act, as amended.

#### ***6.4.12 Abuse of FMLA***

An employee who fraudulently obtains FMLA leave from **employer** is not protected by the FMLA's job restoration or maintenance of health benefits provisions. In addition, **employer** may take all appropriate disciplinary action against such employee due to such fraud.

### **6.5 Leave of Absence Without Pay**

#### ***6.5.1 Policy***

The **employer** may approve leaves of absence without pay for up to six months. Leaves of absence may be granted for exceptional circumstances and conditions, such as education or prolonged illness, when the approval of such leave is consistent with the **employer's** needs, when the work of the

office or department will not be impeded by the employee's absence, and when the leave will not require the appropriation of additional funds for the operation of the employee's department. Such leave may be extended for an additional period of up to six months at the sole discretion of the **employer**. Exceptions for leave beyond six months may be provided as required by law. The **employer** will require the use of all accrued paid leave prior to granting leave without pay.

### **6.5.2 Procedure**

#### 1. Approval – Less Than 30 Days

Leaves of absence without pay not exceeding 30 days may be granted by the department head and confirmed by Human Resources with substantiating documentation.

#### 2. Approval – More Than 30 Days

The Board of County Commissioners may grant a leave in excess of 30 days following written certification by the employee that the leave is consistent with the intent of this section and substantiating documentation as requested by **employer** is provided.

#### 3. Purpose

Leaves of absence without pay will not be granted for the purpose of allowing an employee to seek or accept other employment, except when or if the **employer** determines that the granting of such leave is in its best interest.

#### 4. Employer Termination of Leave

The **employer** may terminate any leave of absence without pay, except those granted pursuant to statute or regulation, prior to its expiration by providing written notice to the employee. The document granting the leave of absence will state the terms of the leave and any reason(s) for terminating such leave. Upon receipt of notice of termination of the leave, the employee is required to return to work within five calendar days or by a later-approved alternate date. In the event the **employer** terminates a leave of absence, the employee will be returned to the same class or position s/he occupied when the leave of absence was granted.

#### 5. Insurance

Employees on approved leave of absence without pay may continue their medical, dental, and life insurance coverage in accordance with COBRA health benefit continuation regulations, or as required by other laws and statutes-

#### 6. Return from Leave

Employees on approved leave of absence without pay are required to return to work on the first work day following the end of leave at his/her regularly scheduled time. An employee who does not return from a leave of absence without pay on the first work day at his/her regularly scheduled time following the end of a leave will be considered to have resigned.

## 7. Introductory Period

If an employee is granted unpaid leave during his/her introductory period, the introductory period will be extended by the number of days of leave taken by the employee during his/her introductory period.

## 8. Medical Reason for Leave

The **employer** may require a health care provider's certification or other appropriate type of verification to substantiate a need for a medical leave of absence without pay. The employer may also require a statement from a health care provider certifying the employee's fitness to return to work.

## 9. Anniversary Date

An employee's anniversary date will be adjusted by the number of days off work for all unpaid leaves of absence in excess of 60 days during any 12-month period. (See special provisions for Military Leave in Sections 6.8 and 6.9 below.)

## 10. Benefit Accrual

If an employee is on unpaid leave for more than one-half of his/her regularly scheduled work hours in any pay period, no leave benefits shall be accrued for that period, nor shall the **employer** contribute toward the cost of insurance benefits.

## 11. Outside Employment

An employee is prohibited from engaging in outside employment during an approved leave of absence if the job conflicts with the reason the employee is on leave; e.g., an employee is on leave due to a back injury and works a job requiring heavy lifting. All other requirements of **employer's** Outside Employment policy apply.

## 6.6 Court Leave

### 6.6.1 Policy

The **employer** will grant court leave to allow employees to serve as juror or a witness in a court proceeding provided the employee is not a party to the action. Employees shall provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known.

### 6.6.2 Compensation

Subject to the following conditions, eligible employees shall receive their base rate of pay for those hours spent in court and traveling to and from court when such time occurs during employee's regular scheduled work days and hours of work. Casual, seasonal, or temporary employees will be granted time off without pay. Law enforcement personnel appearing in court as part of their duties are not affected by this policy.

1. The employee's base rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining

eligibility for overtime, unless the court leave is related to the employee's job responsibilities.

2. Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will immediately forward any compensation received from the court or other party to the **employer** upon receipt. Reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the **employer** has reimbursed the employee for such expenses or such expenses were paid by the **employer**.
3. An employee shall not receive pay for the work time missed if s/he is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against the **employer**. However, the employee may choose to use his/her annual leave.

#### **6.6.3 Late Start/Early Release**

1. An employee who is serving as a witness and is not required to report to court until after the start of their work day or who is released from court before the end of his/her scheduled work day shall report to work for the hours which are not required for court duty or for related travel time.
2. Employees who are required to report to jury duty will not be required to work eight hours prior to reporting. If the employee's service last four hours or more, including time going and returning from court, the employee will not be required to work between 5 p.m. of the day of jury duty and 3 a.m. the following day per NRS 6.190.

### **6.7 Bereavement Leave**

A full-time employee who must be absent from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity may use up to a maximum of 24 hours of bereavement leave per calendar year, a part-time employee may use up to a maximum of 15 hours of bereavement leave per calendar year. Bereavement leave longer than three days may be charged to accumulated sick leave, up to a maximum of 5 additional days per calendar year, with the advance approval of the **employer**. Supervisors or managers may require evidence of attendance at the funeral. Casual, seasonal, temporary employees are not eligible for bereavement leave.

### **6.8 Military Leave under Federal Law**

#### **6.8.1 Policy**

Employees who are members of the uniformed services are entitled to military leave and to re-employment rights as provided in 38 USC, sections 2021-2024, and 4302 et. seq. The uniformed services covered include the Army, Navy, Marines, Air Force, Coast Guard, Public Health Service Commissioner Corps, the reserve components of these services, and any other category dispatched by the President in time of war or national emergency. The Army National Guard and Air National Guard are also covered.

#### **6.8.2 Notice and Notification**

1. The **employer** must provide employees with notice of their rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA). This requirement may be met by posting the notice where the **employer** customarily places notices for employees.
2. The **employer** may require written (orders) or verbal notice of service obligation, but must waive the requirement if notice is impossible or unreasonable.

### **6.8.3 Salary and Benefits**

1. Leave Without Pay
  - a. The **employer** will treat the employee the same as any other employee on leave without pay.
  - b. The employee may choose to use annual leave and compensatory time off, if any, before going on leave without pay.

2. Health Insurance

There is no impact to the employee's insurance coverage, including life insurance that is included in the health insurance package if the service is 30 days or less. During the 30 day time period, the **employer** and employee premium payments or obligations, if any, remain unchanged. If the service is for more than 30 days, and the employee is in leave without pay status, the employee may then continue coverage similar to that required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) for either 24 months or through the day after the date on which the employee fails to apply for reemployment in a timely manner; whichever is less (see *Reemployment, Section 6.8.4.* below). The **employer** must reinstate coverage upon the employee's prompt reemployment without the imposition of exclusions or waiting periods.

3. Seniority

An employee is entitled to the seniority (and rights and benefits governed by seniority) s/he had accrued at the commencement of military leave, plus any additional seniority rights and benefits that s/he would have attained if s/he had remained continuously employed (the "escalator principle"). However, if an introductory period is a bona fide period of observation and evaluation, the returning employee must complete the remaining period of introduction upon reemployment. The **employer** must count time served for the purpose of determining annual and sick leave accrual rates, if the accrual amount is based on seniority. Additionally, the **employer** must count time in the military when determining the employee's rate of pay if the rate is based on seniority (e.g., a grade-and-step pay system). The **employer** is not required to accumulate annual or sick leave for an employee during his/her absence. The "escalator principle" will be applied to a returning employee's opportunities to take promotional examinations or skills tests and to merit pay increases.

#### 4. Retirement

Time served will be counted as work time for purposes of retirement. The **employer** must make contribution payments to the retirement plan as if the employee had not left, provided the employee returns to work. The **employer** contribution will be based on the rate of pay the employee would have been paid had s/he not been called to military service (e.g., a grade-and-step pay system). An exception to this requirement is when the higher pay is based on additional knowledge, skill, or ability that can only be gained by work experience.

#### 5. Death or Disability

If an employee does not return to work due to death or disability, the survivor or disability benefit is treated as if the employee had been working until the date of the death or disability. The **employer** must make the retirement contribution up to the date of the death or disability.

#### 6. Other Leave

The **employer** must count time served in the military when calculating the employee's Family Medical Leave Act eligibility.

#### **6.8.4 Reemployment**

1. An employee has certain report-to-work obligations following military service. Eligible returning service members must be promptly reemployed, which in most cases means within two weeks of reporting. The employee's report-to-work obligations are:
  - a. Service of one to 30 days: The beginning of the next regularly-scheduled work period on the first full day following completion of service, and expiration of an eight-hour rest period following safe transportation home.
  - b. Service of 31 to 180 days: Application for reinstatement must be submitted not later than 14 days after completion of military duty.
  - c. Service of 181 or more days: Application for reinstatement must be submitted not later than 90 days after completion of military duty.
  - d. The deadline for reinstatement may be extended for up to two years for persons who are convalescing due to a disability incurred or aggravated during military service, and the **employer** must make reasonable accommodations for the disability.
2. Reemployment rights apply to veterans whose cumulative period of uniformed service does not exceed five years while employed by the same **employer**. Time spent in National Guard and reservist training does not count towards the five-year period.

#### **6.8.5 Discharge**

If time served is greater than 30 days, but less than 181 days, an employee may not be discharged within 180 days of reemployment, except for just



cause. If time served is greater than 180 days, an employee may not be discharged for one year, except for just cause.

## **6.9 Military Leave under Nevada Statute**

### ***6.9.1 Policy***

Public officers and/or employees who are active members of the United States Army Reserve, United States Naval Reserve, United States Marine Corps Reserve, United States Coast Guard Reserve, United States Air Force Reserve, or the Nevada National Guard are entitled to leave to serve under orders including, without limitation, orders for training or deployment, as provided in NRS 281.145.

### ***6.9.2 Procedure***

1. Upon employee's or public officer's request, **employer** must relieve employee or public officer of duties with pay to serve under orders for training or deployment for a period of not more than the number of hours equivalent to 15 working days in a 12 month period.
2. The **employer** is not required to pay the public officer's or employee's salary after 15 working days (or hours equivalent).
3. Public officer's or employee's accrued vacation time may not be deducted during the leave. If public officer or employee requests additional time beyond 15 working days, public officer or employee may choose to use annual leave and compensatory time off, if any, before going on leave without pay. The employer will treat the public officer or employee the same as any other employee on leave without pay.
4. The 12-month period designated by **employer** in number 1 above is January 1 to December 31.

### ***6.9.3 Participation in Training, Active Service or Duty, or Other Required Meetings***

As provided in NRS 412.139 employer may not terminate a member of the Nevada National Guard or National Guard of another state who is employed in this state because the member: assembles for training, participates in field training, is ordered to active service, or otherwise meets as required.

## **6.10 Emergency Conditions/Disaster Leave**

### ***6.10.1 Emergency Volunteer Service***

An employee who is a participant in any volunteer emergency service (e.g., fire protection, ambulance service, or search and rescue) shall not schedule him/herself for on-call duty during work hours. In the event an employee is required to respond to an emergency during normal working hours, s/he shall remain in full employment status and shall receive total regular compensation while performing the volunteer service for the period that s/he would have been working for the **employer**.

### ***6.10.2 Emergency Road Conditions***

1. Any non-exempt employee who is unable to report to work due to road closures or hazardous road conditions caused by ice, snow, floodwaters,

washouts, or slides shall not receive regular salary. Employees are advised to use their best judgment in making a decision of whether or not to report to work under such conditions. Should an employee decide to remain at his/her residence, all reasonable attempts should be made to notify his/her immediate supervisor. Any employee wishing to receive payment for time missed due to hazardous road conditions may do so by using either accrued annual leave or accrued compensatory time.

2. Any non-exempt employee who reports to work late due to road closures or hazardous road conditions will be compensated only for the actual hours worked. In the event the employee wishes to receive a full day's pay, s/he may use annual leave or accrued compensatory time to complete the normal work period.
3. Any employee who elects not to report to work due to hazardous road conditions or reports to work late under such conditions shall not be subject to discipline. In the event the supervisor is in doubt of the employee's reasoning, the final decision shall be made by the **employer** on the basis of documentation or confirmation of the hazardous conditions by either a law enforcement agency or the appropriate public works agency having jurisdiction over the roadways in question.

#### ***6.10.3 Disaster Area Declaration***

1. "Disaster Area" is defined as a designated area affected by an event declared to be a disaster by a state or federal governmental agency duly authorized to make such designation. Non-exempt employees who are unable to report to work due to a disaster may use accrued annual leave or compensatory time as compensation for scheduled time not worked. Exempt employees who are unable to report to work due to a disaster shall use accrued annual leave as compensation for scheduled time not worked.
2. Employees shall make every effort to report to work as soon as is reasonable under such conditions provided the **employer's** operation is open and functioning. An employee who has made such an effort, yet fails to report to work under such declared "disaster" conditions, shall not be subject to discipline. Employees shall make every effort to report their circumstances to their immediate supervisor.

### **6.11 Leave for Parents of Children Enrolled in School**

#### ***6.11.1 Policy***

For **employers** with 50 or more employees employed for 20 or more calendar weeks per year, those employees who are parents of children enrolled in public or private school (K-12) are entitled to four hours of unpaid leave, per school year, for each child enrolled in school. The employee may use the entitled leave time to:

- a. Attend parent-teacher conferences;
- b. Attend school-related activities during regular school hours;
- c. Volunteer or otherwise be involved at the school in which the child is enrolled during regular school hours; and

- d. Attend school-sponsored events.

The time for the leave must be mutually agreed upon by the employee and the **employer**. The employee must request the leave in writing at least five school days prior to the date on which the leave is to be taken. The employee may also be required to furnish documentation demonstrating that s/he was present at the school activity for which the leave was provided.

#### ***6.11.2 Prohibition Against Retaliation***

An employee shall not be retaliated against for utilizing the leave described in this section. Any employee who believes s/he has been retaliated against as a result of having taken leave under this section may file a claim with the Nevada Labor Commissioner. The **employer** shall provide the employee with all of the forms necessary for the claim filing.

### **6.12 Leave for Nursing Mothers**

#### ***6.12.1 Policy***

As required by federal law, NRS 281, and the Nevada Pregnant Workers' Fairness Act, the employer will provide paid or unpaid reasonable breaks each time an employee needs to express breast milk for her nursing infant who is up to one-year old. Employees may elect to use their paid break times for this purpose. The employer will furnish a private space, other than a bathroom, that is reasonably free from dirt or pollution, protected from the view of others and free from intrusion by others where the employee may express breast milk.

If complying with this policy will cause an undue hardship for the employer considering the size, financial resources, nature, and structure of the public body, the employer may meet with the employee to agree upon a reasonable alternative

#### ***6.12.2 Prohibition Against Retaliation***

The employer will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been retaliated or discriminated against in any manner whatsoever should immediately notify the EEO Officer or the alternate. The employer will promptly investigate and deal appropriately with any allegation of retaliation

# BENEFITS

## 7.1 Health Insurance Coverage

### 7.1.1 Eligibility

Eligible employees as defined in the group health insurance plan are eligible to enroll in an employer paid group health, dental, vision and life insurance plan effective the first of the month following 60 days of employment. Dependents of employees, as defined in the current plan document, are also eligible for coverage under the insurance plan at the rates identified in 7.1.4 below. Employees must authorize a payroll deduction of any share of the health coverage premium which is to be paid by the employee.

### 7.1.2 Benefits

The specific terms and conditions of coverage are specified in the plan document for medical, dental, vision, and prescription drug insurance issued by the insurance company.

### 7.1.3 Plan Changes

The **employer** will, from time to time, evaluate the health coverage plan that is offered and make adjustments as the **employer** deems necessary or appropriate in the level of coverage and the amount of premium cost to be paid by the **employer**. Affected employees will be notified of any plan changes.

### 7.1.4 Department Heads and Elected Officials

Elected Officials and Department Heads that report directly to the Board of County Commissioners will receive health insurance for themselves as well as their dependents paid by the employer.

### 7.1.5 Employee Costs for Health Insurance for Dependents

Employees will pay 30% of the health insurance premium for dependents.

## 7.2 Life Insurance Coverage

### 7.2.1 Eligibility

Eligible employees, as defined in the life insurance plan, are covered by an **employer**-paid term life insurance and accidental death and dismemberment insurance plan effective the first of the month following 60 days of employment.

### 7.2.2 Policy

The specific terms and conditions of coverage are specified in the plan document issued by the insurance company and are available from the Comptroller's Office.

### 7.2.3 Coverage

Eligible employees are covered by a life insurance policy in the amount of \$30,000, dependent life insurance is available on an employee-contribution basis. Eligible employees over 70 years of age will have a reduced benefit of \$15,000.00.

### **7.3 Retirement**

As defined in NRS 286, the **employer** is considered a public employer and employees in positions considered to be half-time or more, according to the full-time work schedule for at least 120 consecutive work days, are covered by the Public Employees Retirement System (PERS). Details are available in NRS 286.

Eligibility for membership in PERS for elected officials is covered in NRS 286.293.

Eligibility for membership in PERS for district judges, justices of the peace, and municipal judges is covered in NRS 1A.

### **7.4 Health and Life Insurance Premium Subsidy for Retirees**

The employer cost percentage may change when new premiums are reported and go into effect, and the employer plan subsidy may be modified to reflect the change. The following formula may be used to determine the subsidy for retirees enrolled in the employer plan:

The formula is based on a percentage of the amount established in the current year by the State for non-state retirees participating in PEBP. A minimum subsidy of \$150 per month currently applies to retirees who retired from the employer on or before July 1, 2004, with at least five years of service. Employees who retire after July 1, 2004 and enroll in the employer plan will receive a subsidy according to a chart available from and maintained at the Comptroller's Office. Years of service is determined by Eureka County employer service credit only, according to PERS service credit and calculated in the same manner as PEBP. A person with 20 or more years of service credit receives the employer plan subsidy for 20 years of service credit only. The employer may make reasonable efforts never to reduce or eliminate the subsidy amounts, unless financial circumstances dictate a reduction or elimination of the subsidy. Only retirees are eligible for this subsidy; not spouses or dependents.

Any premium subsidy shall be determined by the Board of County Commissioners as necessary or appropriate.

### **7.5 Retiree Health Insurance Premium Fund**

#### **7.5.1 Policy**

The retiree health insurance premium fund shall remain under the direct control of the Board of County Commissioners, who shall consider the direction provided by the Comptroller's Office for this fund and the benefits available from it, but the benefits payable from it are terminable at any time at the Board's discretion.

Benefits from the retiree health insurance premium fund are only available to persons currently receiving a subsidy and persons who retire into PERS directly from service with the Eureka County employer. Only persons employed by the employer on or before July 1, 2009, are eligible for this benefit. Persons employed after July 1, 2009, or who leave employment and then later return after July 1, 2009, will never be eligible for the retiree health insurance subsidy.

Retirees who have opted out of the County's Group Health Care Plan prior to July 1, 2019 and choose to reinstate into the County's Group Health Insurance Care Plan (pursuant to NRS 287.0205) will not be eligible for retiree health insurance subsidy.

**7.5.2 Retiree Health Reimbursement Plan**

A Health Reimbursement Account (HRA) will be offered to retirees who opt to waive the County’s group health care plan, medical care and meet either of the following criteria:

1. Option One:
  - Meet the subsidy eligibility requirements per criteria set forth in section 7.5.1; and
  - Are/or become Medicare eligible.
  
2. Option Two:
  - Meet the subsidy eligibility requirements per criteria set forth in section 7.5.1; and
  - Will be enrolled in their own individual health care coverage plan or enroll in another employer’s sponsored health care coverage plan (not Eureka County’s plan).

Retirees who meet one of these criteria will have the option to enroll in the HRA plan and still be subsidy eligible. The subsidy amount available to them through the HRA will be the same as the subsidy amount available to eligible retirees were they to remain on the County’s Group Health Insurance Care Plan.

Subsidies from the HRA will be issued as reimbursements for premiums only related to the types of coverage outlined above.

To receive a reimbursement, retirees must provide proof of enrollment, cost, and/or payment annually to the Comptroller’s office. Subsidy reimbursement amounts will not exceed eligibility criteria set forth in Section 7.4 of the Eureka County Personnel Policy, nor exceed the cost of a retiree’s Medicare policies, regardless of the retiree’s eligible subsidy amount.

Retirees enrolled in the HRA will have the option to keep the County’s dental and/or vision plans.

The Retiree Health Reimbursement Plan shall remain under the direct control of the Board of County Commissioners, who shall consider the direction provided by the Comptroller’s Office for this fund and the benefits available from it, but the benefits payable from it are terminable at the Board’s discretion.

**7.6 Retiree Health Insurance Premium Fund Buyout**

1. Persons eligible for the retiree health insurance subsidy may opt out of the subsidy and may receive a one-time purchase of retirement credit matched by the employee. Once a person opts out, they will never again be eligible for the retiree health insurance subsidy or retirement credit purchase. If the subsidy is eliminated by the Board, the purchase of retirement credit option will no longer be available. This buyout provision may be instituted, and may be eliminated, at any time by the Board.
  
2. The opt out purchase of retirement credit is based on years of continuous service with the employer and is only available to persons

who qualify for the retiree health insurance premium subsidy:

- a. An eligible employee with at least 10 years of continuous service is eligible for a half (.5) year match to equal one year of service credit.
- b. An employee with at least 15 years of continuous service is eligible for a three-quarter (.75) year match to equal one and one half years of service credit.
- c. An eligible employee with at least 20 years of continuous service is eligible for a one (1.0) year match to equal two years of service credit.
- d. An eligible employee with 25 years of continuous service or more is eligible for a one and one half (1.5) years match to equal three years of service credit.

## 7.7 Workers' Compensation

Employees are insured under the provisions of the State Workers' Compensation Act for occupational injuries and diseases that arise/arose out of and in the course of their employment. Employees are required to report all on-the-job accidents, injuries, or illness to their immediate supervisor as soon as reasonably possible or within 24 hours of the accident, injury, or illness. Failure to report may impact workers' compensation benefits. Employees are also required to complete the C-1 form within seven days of the accident, injury, or illness regardless of whether medical attention was received.

The following provisions are adopted pursuant to and are intended to implement the requirements of NRS 281.390:

1. When an employee is eligible at the same time for benefits for temporary total disability under NRS 616A to 616D, inclusive, or NRS 617, and for any leave benefit s/he may have, by giving notice to the supervisor, manager or Human Resources, the employee may elect to continue to receive his/her normal salary instead of the benefits under those statutes until his/her accrued sick leave, comp time, annual leave, or approved catastrophic leave (if any), in this order, is exhausted. The **employer** will notify the Workers' Compensation Administrator of the election. The **employer** will continue to pay the employee his/her normal pay, but charge against the employee's accrued leave time as taken during the pay period an amount which represents the difference between his/her normal pay and the amount of any benefit for temporary total disability received, exclusive of reimbursement or payment of medical or hospital expenses under NRS 616A to 616D, inclusive, or NRS 617 for that pay period.
2. When the employee's accrued leave time is exhausted, payment of his/her normal pay under subsection 1 must be discontinued and the **employer** will promptly notify the Workers' Compensation Administrator so that it may begin paying the benefits to which the employee is entitled directly to the employee.
3. An employee who declines to make the election provided in subsection 1 may use all or any part of the leave benefit normally payable to

him/her while directly receiving benefits for temporary total disability under NRS 616A to 616D, inclusive, or NRS 617, but the amount of leave benefit paid to the employee for any pay period must not exceed the difference between his/her normal pay and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under those statutes for that pay period.

4. If the amount of the employee's leave benefit is reduced, pursuant to subsection 3, below the amount normally payable, the amount of leave time charged against the employee as taken during that pay period must be reduced in the same proportion.
5. An employee may decline to use any part of the leave benefit normally payable to him/her while receiving benefits under NRS 616A to 616D, inclusive, or NRS 617. During that period of time, the employee will be considered on leave of absence without pay.

## **7.8 Transitional Duty**

### **7.8.1 Policy**

**The employer** is committed to providing work, when possible, for employees who have been restricted by a treating health care provider due to a work-related injury or illness. Such work will be provided subject to availability. Work will be assigned according to the nature of the injury or illness and the limitations set forth by the treating health care provider. Every effort will be made to place employees in positions within their own departments. If necessary, an employee will be placed wherever an appropriate position is available.

### **7.8.2 Salary**

While on transitional duty, employees will continue to receive their regular rate of pay. Employees who are placed outside their department will continue to have their salary charged to their regular department.

### **7.8.3 Duration and Conditions of Transitional Duty**

An employee on transitional duty must furnish a written update from the health care provider to Human Resources after each visit in order to remain in the reassigned job. Transitional duty assignments are limited to a period of 90 days, subject to review.

## **7.9 Deferred Compensation**

Employees may defer a portion of their taxable income by participation in a deferred compensation plan as provided for in NRS 287.

Initial enrollment may be made at any time during the year for earnings beginning the first of the month following enrollment. Changes in contribution are governed by the terms and conditions of the particular plan.

Only income earned after the effective date of initial or increased participation can be deferred.

Prior to retirement, participants may withdraw the balance of their deferred compensation account only upon termination of employment. In the event of an unforeseeable emergency, the employee may withdraw a portion of the account



needed to pay for the emergency. The IRS defines the conditions for and requires **employer** approval of early withdrawal on a hardship basis. The Comptroller's Office will review and approve all requests for early withdrawal.

#### 7.10 Exclusion of Benefits

The **employer** may deny any post-employment benefits offered to its retirees or employees if the retiree or employee is involuntarily terminated for misconduct or convicted of any work related misconduct provided the law permits such denial.

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#### 7.11 Educational Assistance

The **employer** subject to availability of budgeted funds under the Commissioner's budget, may provide educational assistance for tuition and/or fees, other than books, for career-related education. The following qualifications must be met:

- Employees must be in a regular full-time status
- The course must be taken from an accredited institution of higher learning, or an **employer** approved adult education class.
- The course must be job-related or be required for a degree that is job-related. An employee must request approval for educational assistance by sending the request for review and approval by the HR Director. If approved the request for payment will be presented to the Board of County Commissioners for final approval. Such approval may be conditioned upon meeting commitments for continuing employment and/or job-related conditions. Employees who do not complete the course with a notice of "satisfactory" or grade of "C" or better, or who's employment is terminated, voluntary or otherwise, within 2 years of receiving educational assistance must reimburse the **employer** for the full amount of the assistance provided.
- Employees may not utilize county time or resources to complete these courses.
- The county will reimburse up to \$1,500 per semester per employee.
- To be eligible for this, employees must have an acceptable evaluation history of 2 or higher.
- The county reserves the right to garnish employee wages should they not meet the expectations listed above.

## TRAVEL EXPENSES and PURCHASING CARDS

### 8.1 Policy

1. Employees and official representatives will be reimbursed for reasonable travel expenses which are required for the performance of their assigned duties and which are appropriately authorized. This policy is to ensure that transportation, lodging and meals for **employer** representatives on official business are obtained at the most economical cost.
2. To obtain reimbursement, employees and official representatives must submit an expense report on a proper claim form and substantiate the amounts claimed as required below. If an employee is being reimbursed for attending a meeting, class, training or conference they must attach the registration form, agenda, itinerary, program, schedule, informational flyer or any other documentation which indicates if meals were provided to the expense report. If back-up documentation is missing the processing of the voucher will be delayed until such document can be obtained.
3. On the claim form the employees and official representatives shall write a summary of the purpose of the trip and the dates and time of departure, arrival and return. The claim form shall be approved by the employee's or official representative's department head or elected official. The request for payment of travel expenses shall correspond to the budgeted travel of the county office or department.
4. All out of state travel shall be approved in advance by the Board of County Commissioners, except for travel expenses of witnesses summoned from other states. Reimbursement for out of state travel not approved in advance by the Board of County Commissioners, except as set forth in this policy, may be denied. In certain instances the Sheriff may approve out of state travel due to time constraints (i.e., investigations or extraditions) without prior authorization of the Board of County Commissioners. When this occurs, the Sheriff must immediately inform the Board of County Commissioners of any out of state travel.
5. Reimbursement shall be made only for expenses actually incurred, paid, and authorized under this policy and procedure.

### 8.2 Allowances

#### *8.2.1 Transportation*

Employer vehicles are provided primarily for business purposes. However, occasional personal use may be approved in writing in advance for well-considered exceptions. Such exceptions must be for incidental purposes along the route taken in conducting **employer** business. Transportation must be by the most economical means, considering total cost, time spent in transit, and availability of vehicles supplied by the **employer**. **Employer** vehicles will be made available to qualified county employee and appointed board members only. If the employee or official representative uses a personal vehicle, mileage will be reimbursed at the current and approved

rate. The per-mile rate can be changed by the Board of County Commissioners at any time. If an employee or official representative drives a personal vehicle when commercial air travel would be more efficient, the mileage reimbursement will be limited to the cost of the airfare. Employees using a personal vehicle for official travel must have proof of current registration and insurance for that vehicle. All such persons using an **employer** vehicle or reimbursed for mileage consent to the **employer's** investigation and review of their Department of Motor Vehicles records and license on a yearly basis.

Purchasing cards may be used for emergency towing and car repair expenses on **employer** owned vehicles. Purchasing cards may be used for the purchase of airline tickets for **employer** purposes only. It is prohibited to use any **employer** purchasing or fuel card for fueling a personal vehicle.

### **8.2.2 Lodging**

Moderate cost lodging should be pre-arranged at a location nearest to the meeting/training site as possible. Reimbursement will be based on the cost of a single room if available. **Employer** purchasing cards can be used to arrange and purchase lodging for **employer** purposes only. Regardless of the type of payment, a receipt is required for reimbursement of incurred lodging expenses. These receipts must be turned into the Comptroller's Office within 14 days of the end of the related trip and attached to the corresponding travel claim form.

If the employee or official representative chooses to stay at a more expensive lodging facility, representatives will be expected to pay the difference between a reasonable rate and the more expensive rate.

An employee or official representative attending conferences or meetings held at a specific hotel may stay at that hotel, even though more reasonable lodging may be available nearby. Such circumstances should be noted on the travel claim form.

### **8.2.3 Meals**

1. An employee or official representative is entitled to receive his/her meal expenses in the transaction of public business of the **employer**. The cost of meals shall be reimbursed at the current and approved rate. The meal allowances may be changed by the Board of County Commissioners at any time.
2. If the cost of meals purchased exceeds these allowances, the employee or official representative may apply to the Board of County Commissioners for a variance on the allowances by submitting such request with the original receipts and an explanation for the expenditures on the approved travel claim form.
3. Except as provided in item 6 below, an employee or official representative shall be entitled to reimbursement for the cost of breakfast only if s/he is required to leave his/her normal work location prior to 6:00 a.m., and return to such location after 10:00 a.m.
4. Except as provided in item 6 below, an employee or official representative shall be entitled to reimbursement for the cost of lunch

only if s/he is required to leave his/her normal work location prior to 10:30 a.m., and return to such location after 2:30 p.m.

5. Except as provided in item 6 below, an employee or official representative shall be entitled to reimbursement for the cost of dinner only if s/he is required to leave his/her normal work location prior to 4:00 p.m., and return to such location after 8:00 p.m.
6. No reimbursement shall be allowed for any meal which is provided or made available to an employee or official representative as part of the cost of a meeting, class, or other function, regardless of whether the employee partakes of the provided meal or purchases his/her meal elsewhere.
7. Meal expense may be paid by **employer** purchasing cards for official business meetings only but the expense limits are the same as above. No employee or official representative using **employer** purchasing cards for meal expenses will receive any other meal reimbursements. Meals paid with purchasing cards must include a receipt with the names of the individuals covered by the charge and an itemized detail of meals purchased.
8. There may be exceptions in the meals allowed for the start and finish times for the Sheriff's Office, Juvenile Probation and emergency medical technicians due to the unusual travel times that emergencies require.

#### **8.2.4 Other Expenses**

Necessary business telephone calls, parking charges, and/or ground transportation will be reimbursed.

#### **8.2.5 Unallowable Expenses**

1. The **employer** does not reimburse for fines and parking tickets, towing or impounding fees, traffic violations, alcoholic beverages, personal entertainment, tobacco, or expenses unrelated to the business purpose of the travel as determined by the **employer**.
2. The **employer** discourages combining personal travel with business travel due to the public's perception regarding use of **employer** funds. Employees must clearly disclose any personal travel and/or annual leave to be taken in conjunction with **employer** travel. An employee's or county representative's family may accompany the employee on **employer** business, provided travel is not in an **employer** vehicle. The **employer** will not, however, pay any additional expenses so incurred.
3. All personal phone charges, video rentals, or other personal items must be paid by the employee or official representative.
4. The **employer** does not allow the purchasing of employee gifts unless prior authorization has been obtained by the Board of County Commissioners.

## **8.3 Processing**

### **8.3.1 *Claims***

All claims with required receipts for travel expenses are to be submitted to the Comptroller's Office for approval by the Board of County Commissioners within 30 working days following the trip. Any claim submitted to the Comptroller's Office after 30 days following the trip will be denied unless the Board of County Commissioners grants a waiver.

## EMPLOYEE SEPARATION

### 9.1 Resignation

#### 9.1.1 Notice

Employees are requested to provide at least two weeks' notice, in writing, to their supervisor or manager of their intent to resign their employment. If the employee wishes to obtain letter(s) of recommendation, any request must be made prior to termination. At the sole discretion of the **employer**, an employee may not withdraw a verbal or written resignation prior to its effective date. An employee's failure to give appropriate notice when resigning may constitute cause for denying re-employment with the **employer**.

#### 9.1.2 Return of Employer Property

When resigning or being terminated, an employee must return all **employer** property including clothing, keys, credit/purchasing cards, employee ID, tools, equipment, radios, pagers, cellular phones and other items of value prior to the last day of employment. The **employer** shall define, implement and maintain processes and measures to handle termination of employees in a controlled manner including, but not limited to, notification of the last working day to appropriate departments, using checklists and other tools to terminate access to systems and information, return of access tokens, assets and information held by the employee. All computers in the possession of employees shall be returned to the IT Department. Access to information shall be revoked on a timely manner based upon the user's termination date. Department heads or supervisors shall notify the IT Department prior to employee separation and provide the separation date.

#### 9.1.3 Job Abandonment

The **employer** may consider employees who are absent from work without approved leave for a period of three consecutive work days to have abandoned their position and, thus, to have resigned. An employee who has completed his/her introductory period and contacts the employer within three workdays of the first absence may be provided an opportunity to explain his/her absences prior to employer finalizing the separation. The employer is required to follow due process procedures for termination if the employee has completed their introductory period.

#### 9.1.4 Final Paycheck

The **employer** shall issue a paycheck by the next payday following the effective date of resignation if sufficient notice was given by the employee and may issue a paycheck sooner when the employee resigns in good standing. Whenever an **employer** discharges an employee, the wages and compensation earned and unpaid at the time of such discharge shall become due and payable no later than the next business day.

### 9.2 Layoffs

The **employer** may lay off employees because of lack of work, lack of funds, material change in duties or organization; or in the interests of economy, efficiency; or for other appropriate causes, as determined by the **employer**. In cases where the

application of this policy conflicts with a collective bargaining agreement that is in effect between a recognized employee organization and the **employer**, the provisions of the collective bargaining agreements shall govern.

An employee hired for a project of limited duration (e.g., grant funded) will not be afforded rights relative to layoff at the end of the funding period unless, at the time of hire, the **employer** elected to grant layoff rights to the employee.

The order of layoff among positions in the same class within a department will be as follows: employees serving in casual positions will be considered first, employees serving an introductory period will be considered second, and those working part time with benefits will be considered third, and then all other employees will be considered.

#### ***9.2.1 Alternatives to Layoff***

Whenever a layoff is anticipated, the **employer** will notify employees whose jobs may be affected by the situation and explain all available options to them. The **employer** will make reasonable efforts to integrate affected employees into other available positions. The **employer** may also utilize options in lieu of layoffs where feasible such as part-time work schedules, reduction in work hours, job sharing, or reductions in class or pay. Another alternative to layoffs would be employee furloughs. At the sole discretion of the Board of County Commissioners, they may use the option of mandating days off without pay or the opportunity of using any accrued sick or annual leave.

#### ***9.2.2 Transfer and Layoff***

A department head may, after giving 10 working days' notice, transfer an employee to another position in the same or comparable class for the purpose of providing continued services to the citizens of Eureka County or other appropriate cause. A transfer must not be made to harass or discipline an employee. An employee who is required to transfer to a geographical location more than thirty miles from their current work location, and who declines the transfer, has layoff rights as provided in this policy.

#### ***9.2.3 Order of Layoffs***

In deciding which employees shall be laid off and which retained, the **employer** shall consider the essential function to the general public, whether it is required by State or Federal law or safety related. In addition, job-related factors such as job knowledge, skill, and ability to do the required work; previous work experience, including ability to perform other jobs which the employee may be called upon to perform as a result of the layoff; attendance, safety, and disciplinary records; performance evaluations while with the **employer**; and efficiency of operations. Where two employees are equally qualified based on the application of these factors, the **employer** shall retain the employee with the most time served since the current hire date. Human Resources and the Board of County Commissioners must review all layoff actions prior to them taking place.

#### ***9.2.4 Designation of Employees to be Laid Off***

In the event of a layoff, the department head shall provide Human Resources with a list designating the class, position, and names of

employees to be laid off. The department head shall be responsible for providing the rationale for selecting particular employees within the same job class for layoff. Human Resources shall review the list for conformance to **employer** policy.

#### **9.2.5 Layoff Notice**

Upon confirmation of the layoff list, Human Resources shall provide each affected employee with a written notice of layoff. Such written notice of the layoff shall be hand-delivered or sent by certified mail, return receipt requested, to the current address on record or via email utilizing the read receipt function. Layoffs will be effective, and an employee who receives a layoff notice will no longer report to work, on the second workday of the next full month following receipt of the layoff notice. Each such employee shall receive a payment, less taxes and withholding, equivalent to the employee's pay as if she/he had worked the full month and not just one day following receipt of the layoff notice.

#### **9.2.6 Reinstatement**

Persons who have been laid off shall be placed on one or more reinstatement lists. All employees laid off from positions in the same class shall be placed on a single reinstatement list without regard to department. A laid-off employee may request and receive placement on a reinstatement list for any job class in which s/he previously held post-introductory status. When a vacancy occurs in the same job class for which a reinstatement list exists, the department head shall fill the vacancy using the appropriate reinstatement list.

#### **9.2.7 Reinstatement Process**

The most recently laid-off employee on the applicable reinstatement list who is qualified for the position and is willing to accept employment in the class and department where a vacancy exists shall be considered for reinstatement first. The department head may select the most appropriately qualified employee based upon the same considerations described under *Order of Layoffs*. An employee reinstated to a position in the same class and department as held prior to the layoff will not be required to serve an additional introductory period, provided the required introductory period had been served prior to layoff.

#### **9.2.8 Duration of Reinstatement List**

The names of persons laid off shall be maintained on a reinstatement list for one year from the date of layoff. Persons on this list who are hired in positions in the same or (should they apply for and be selected for a vacancy) higher class from which they were laid off shall, upon such hire, be removed from the reinstatement list. An employee who refuses reinstatement to the same class from which the layoff occurred shall be removed from the reinstatement list. Persons reinstated to a position in a lower class from which they were laid off or called to work as a casual worker shall remain on the reinstatement list for the designated period of time the reinstatement list is active. Persons who refuse reinstatement to a position in a lower class from which the layoff occurred shall remain on the reinstatement list for the designated period of time the reinstatement list is



active.

### **9.2.9** *Exit Interviews*

In all terminations, whether voluntary or involuntary, Human Resources will make available to the employee an exit interview. The purpose of these interviews is to find out what the **employer** can do to help its retention rate. An exit interview will not be done if the employee refuses to have it.

# PERFORMANCE MANAGEMENT

## 10.1 Statement

The employer's performance management system is designed to be a formal, objective, consistent, and ongoing process to assess the on-the-job effectiveness of each employee by communicating to the employee his/her status and the objectives and standards of performance which s/he is expected to achieve. The employer views performance management as an ongoing process that focuses on the future and continued improvement. Managers and supervisors are required to evaluate regular and casual employees who fall under their direction.

### *10.1.1 Purpose*

The performance management process exists to ensure timely and periodic two-way communication between employees and supervisors regarding job performance. This process is designed to:

1. Clarify the **employer's** goals and link them to performance expectations.
2. Assist employees in reaching their full potential by identifying training needs and developing specific plans for continual improvement.
3. Identify and document performance achievements and deficiencies.
4. Provide ongoing opportunities for supervisors to coach and encourage personal development and improved job performance.

### *10.1.2 Ongoing Communication Regarding Performance*

It is the policy of the **employer** and the responsibility of each supervisor to routinely provide employees with accurate, constructive feedback regarding job performance expectations, accomplishments, deficiencies, and opportunities for growth. Recognizing that periodic formal performance evaluations cannot take the place of ongoing communication and feedback, the **employer** encourages frequent, ongoing discussions of job performance and expectations between employees and supervisors. Performance evaluations, whether formal or informal, do not create a contract or other right to continued employment.

### *10.1.3 Frequency of Performance Evaluations*

Formal performance evaluations are to be conducted a minimum of once a year. Additionally, supervisors shall conduct formal evaluations at the following times:

1. For new employees, no later than three (3) months after initial hire, at six (6) months after hire and at twelve (12) months after hire. Three and six month evaluations will not receive a step increase. Three (3) month evaluations are recommended but not required. Six (6) and twelve (12) month evaluations are required.
2. Six months following transfer to a new position within the same class.
3. When there is a significant change (either improvement or deterioration) in performance or behavior affecting the job.
4. Within three months following an evaluation documenting that the

employee's performance needs substantial improvement. (The **employer** encourages frequent, ongoing meetings between the employee and supervisor.)

5. At any other more frequent interval as the supervisor deems appropriate. In addition, informal performance communications (feedback) should occur routinely and regularly throughout an evaluation cycle.

#### ***10.1.4 Written Record***

Performance evaluations should not be considered as discipline. Formal evaluations will be in writing, utilizing the approved performance evaluation form. All information on the form shall be consistent with the information communicated verbally during the performance evaluation meeting with the employee. In addition to the performance evaluation form, a Eureka County Employee Review Information form will be supplied by Human Resources Office to assist the supervisor with the evaluation. Employees will be allowed an opportunity to comment on the evaluation, sign the forms, and receive a copy. A copy of the evaluation, along with any written comments by the employee, will be placed in the employee's personnel file.

#### ***10.1.5 Personnel Actions Resulting from Performance Evaluations***

Personnel actions, whether positive or adverse, are based on an assessment of the overall performance and behavior of the employee, rather than on a single performance evaluation.

Substandard performance or violation of a policy or procedure which necessitates disciplinary action is not part of the performance evaluation process and will be addressed as provided in *Disciplinary Actions and Appeals* section of these policies.

#### ***10.1.6 Employee Involvement***

Supervisors will conduct evaluations in a private meeting with the employee. The **employer** strongly encourages employee participation in the performance evaluation process. Opportunities for participation include the following:

1. Supervisors providing employees with an opportunity to present a self-evaluation which the supervisor may then consider prior to and discuss during the evaluation meeting.
2. Discussions between the supervisor and the employee for the purpose of establishing performance expectations or goals for the next evaluation period.
3. If requested by the employee, a discussion with the next level supervisor to review any disagreements over a performance evaluation.

## **10.2 Procedure**

### ***10.2.1 Steps in the Performance Evaluation Process***

As part of the performance evaluation process, supervisors will:

1. Establish and communicate a written performance plan at the beginning

of the evaluation period which states expectations the employee must meet.

2. Review notes taken on the employee's performance since the last formal evaluation and the employee's self-evaluation, if provided.
3. Complete a performance evaluation form comparing the employee's actual performance with the established performance expectations and standards.
4. Have the evaluation reviewed by Human Resources before it is presented to the employee.
5. Schedule a meeting with the employee.
6. During the evaluation meeting:
  - a. Use specific examples to provide a candid, objective, constructive, and complete description of how the employee performed during the evaluation period. Discuss both the "what's" and "how's" of the employee's performance, strategies for improvement, and the employee's own goals for personal growth.
  - b. Jointly establish new performance expectations and goals for the next performance evaluation period.
  - c. Obtain appropriate signatures and employee comments.
  - d. Review any areas of disagreement. If the employee does not agree with all or part of the performance evaluation, s/he should be referred to the next level manager.
7. Continue to monitor performance, providing feedback, as well as coaching and counseling, throughout the evaluation cycle.

### **10.3 Review Panel Procedures**

1. A non-introductory employee who disagrees with the findings or expectations stated in the performance review may request a review panel to consider information and seek a resolution of the disagreements. Access to the review panel procedure is limited to employees who have successfully completed the probationary period for the position in which the performance was demonstrated.
2. The review panel process may be initiated by the employee being reviewed. The review panel will consist of three persons: one selected by the employee, one selected by the department head, and a third selected by the first two panelists from a list established by Human Resources and approved by the Board of County Commissioners. All individuals selected to be a part of the review panel must be employees of the County.
3. The following are the steps in this review process:
  - a. An employee who wishes an additional review must submit written comments to Human Resources and state that a meeting is requested. The request shall explain the disagreement, state the resolution wanted, and identify the

individual s/he has selected as a panelist. The request must be made as soon as is practical after the employee receives the written copy of the performance review, but not later than five working days after the employee has been given the final version of the performance review worksheet.

- b. Human Resources will provide the department head or elected official a copy of the request for review and request that the department head or elected official name a person to serve on the review panel. The department head or elected official will provide the name of the panelist to Human Resources within five working days. If the employee, elected official, or department head fails to choose a panelist, then within three days, Human Resources shall choose that panelist. The two panelists will then select the third panelist from the list established by Human Resources. All individuals selected to be a part of the review panel must be regular, full-time employees of the County. If an individual selected served or could have served as a witness in the behavior/conduct leading up to the intended disciplinary action, or otherwise has a conflict related to the situation, an alternative individual who does not come under the authority of the other panelists or affected employee will be selected in collaboration with the **employer's** legal counsel and/or his/her designee which may include outside legal counsel retained by the **employer**. The alternative individual will be a person who is a functional equivalent and who does not otherwise have a conflict, whether perceived or actual. The selection of the alternative individual is final and appeals will not be allowed.
- c. The selected representative from the list established by Human Resources will schedule a meeting within two weeks with the employee and department head or elected official.
- d. At the meeting the employee and the department head or elected official will explain their positions. The panel will consider the information presented and attempt to resolve the differences between the parties. If no resolution is found, the panel will make a decision as to the appropriate rating of the employee's performance for the rating period. The panel may arrive at its decision either by consensus or by a majority vote. The panel shall issue its decision in writing.
- e. The decision of the panel shall be final and shall become a part of the employee's personnel file. Eligibility for merit increases and other performance recognition shall be based on the decision of the panel.

## DISCIPLINARY ACTIONS AND APPEALS

### 11.1 Discipline and Appeal

#### *11.1.1 Justification for Discipline*

Disciplinary action, up to and including termination, may be taken against an employee for unsatisfactory performance or for misconduct including, but not limited to, the following:

1. Conduct unbecoming an employee in the employer's service, or discourteous treatment of members of the public or a fellow employee, or any other act of omission or commission that impacts negatively on the public's perception of the integrity or credibility of the employer or erodes the public confidence in the employer.
2. Falsification of or making a material omission on forms, records, or reports including applications, time cards, and other employer records.
3. Absence from work without permission or without notification to an appropriate supervisor/manager, habitual absence or tardiness, or misuse of sick leave.
4. Unauthorized possession, removal, or use of the employer's property including, but not limited to, funds, records, keys, confidential information of any kind, equipment, supplies, or any other materials. This will also include the use of employer vehicles for private use or the transport of non-employee passengers or drivers.
5. Insubordination, refusing to follow directions, or other unprofessional conduct directed toward a supervisor/manager.
6. Harassment or other prohibited behavior directed toward another employee, member of the public, vendor, or anyone doing business with the employer, or anyone present on premises owned or controlled by the employer.
7. Actual or threatened physical violence including, but not limited to, intimidation, overt or subtle threats, harassment, stalking, or any form of coercion, except as may be required of a peace officer in the course of his/her duties.
8. Possession or inappropriate use of drugs, prohibited substances or alcohol on property owned or controlled by the employer or while on duty or during an on-call status except as may be required of a peace officer in the course of his/her duties.
9. Possession, bringing, or aiding others in bringing unauthorized firearms, weapons, hazardous biological material or chemicals, or other dangerous substances onto property owned or controlled by the employer except as may be required of a peace officer in the course of his/her duties.
10. Violation of safety or health policies or practices, or engaging in conduct that creates a safety or health hazard to other employees, the public, vendors, or him/herself.
11. Dishonesty, including intentionally or negligently providing false

information, intentionally falsifying records, employment applications, or other documents.

12. Violating or failing to comply with federal, state, or local law or the employer's policies, rules, regulations, and/or procedures. This includes all employees, department heads and supervisors.
13. Unsatisfactory work performance.

#### ***11.1.2 Forms of Disciplinary Action***

Disciplinary action includes, but is not limited to, one or more of the following:

1. Verbal warning (document time, date, and subject)
2. Written reprimand
3. Suspension \*
4. Pay reduction \*
5. Demotion
6. Termination (Reference: Section 11.1.4. NRS 245.065, Public Hearing for Dismissed Employees of Counties and NRS 62G.060 for Juvenile Court employees)

Employees' signed copies of the above items 1-6 must be placed in employees' master personnel file, and a copy provided to employees. All disciplinary action will require a review and signature by Human Resources prior to being given to the employee. If Human Resources and the employee's supervisor cannot agree on the form and extent of disciplinary action, a qualified, independent third party who is not employed by Eureka County will be selected by Human Resources to review the disciplinary action and make the determination of the appropriate disciplinary action.

\*Exempt employees are subject to the following rules regarding disciplinary pay reductions and unpaid suspensions:

- a. Pay reductions imposed as a penalty may only be made in cases of violations of safety rules of major significance, including those rules related to the prevention of serious danger in the workplace or to other employees. An example would be violating a rule that prohibits smoking around flammable material. Deductions can be made in any amount.
- b. Unpaid suspensions may be imposed for infractions of workplace conduct rules, such as rules prohibiting sexual harassment, workplace violence, drug or alcohol use, or for violating state or federal laws. The suspension must be for serious misconduct, not for performance issues. Suspensions must be in full-day increments and must be imposed pursuant to a written policy applicable to all employees.
- c. Suspensions for performance issues must be made in full-week increments.

#### ***11.1.3 Due Process***

Prior to taking disciplinary action involving suspension, reduction in pay, demotion, or termination against any regular employee, the **employer** will take action intended to ensure that the employee is afforded due process. Due process in regard to employment-related disciplinary action includes, among other actions, making certain the employee is provided notice of the reason for the disciplinary action and is given the opportunity to provide a response to the proposed disciplinary action prior to an appropriate supervisor making a final decision regarding the disciplinary action. Employees who are covered by a collective bargaining unit may exercise their rights under either this policy or applicable collective bargaining contracts, but not both.

#### 1. Written Notice

In situations where the proposed disciplinary action involves a suspension, a reduction in pay, a demotion, and/or termination, written notice of the proposed disciplinary action will be hand-delivered or sent certified mail to the employee. The notice will include the following information:

- a. The nature of the disciplinary action proposed;
- b. The effective date of the proposed disciplinary action;
- c. A statement of the proposed disciplinary action with documentation, statements, and/or other evidence supporting the proposed disciplinary action;
- d. A statement advising the employee of his/her right to file a written response, or to submit a written request for a pre-disciplinary conference with the department head, within five calendar days of receipt of the notice of proposed disciplinary action; and
- e. A statement that the employee's failure to file a written response or request a pre-disciplinary conference in a timely manner, or to appear at the pre-disciplinary conference after requesting such, will constitute a forfeiture of the employee's rights to any further appeal. (Reference: Public Hearing for Dismissed Employees of Counties section)

#### 2. Employee Review

If the employee requests, s/he will be given the opportunity, as soon as practical, to review the documents or other evidence, (except for confidential and privileged documents) If the employee requests, the **employer** will provide a copy of the documents used to support the proposed disciplinary action.

#### 3. Conference Prior to Implementation

When the employee requests a conference after receipt of the proposed disciplinary process, but prior to any disciplinary action being imposed, the department head will schedule a meeting with the employee and his/her representative (if the employee requests a representative be present) in a timely manner to review the reason for and basis of the proposed disciplinary action. At this conference, the employee will



also be provided with an opportunity to present relevant information which may impact the nature or severity of the proposed disciplinary action.

#### 4. Implementation of Discipline

No later than five work days from receipt of the employee's written response or conclusion of the pre-disciplinary conference, the department head will issue a written decision to the affected employee. The written decision will inform the employee that:

- a. The proposed disciplinary action will be implemented; or
- b. The proposed disciplinary action will be modified, with an explanation; or
- c. The proposed disciplinary action is rescinded, with an explanation.

#### 5. Appeal

- d. The affected employee may appeal suspensions, demotions, pay reductions, or termination to Human Resources by filing a written appeal within five calendar days of receipt of written notification. The written appeal must state the basis of the appeal and contain a specific admission or denial of each of the material statements in the decision as well as designate an individual to serve on the review panel. If an employee fails to file a written appeal conforming to these requirements within the prescribed time limit, s/he is deemed to have waived the right to appeal. (Reference: Public Hearing for Dismissed Employees of Counties section) A review panel will be convened to hear and rule on the appealed discipline.
- e. The review panel will consist of three persons: one selected by the employee, one selected by the department head, and a third selected by the first two panelists from a list established by Human Resources and approved by the Board of County Commissioners. All individuals selected to be a part of the review panel must be regular, full-time employees of the County. If an individual selected served or could have served as a witness in the behavior/conduct leading up to the intended disciplinary action, or otherwise has a conflict related to the situation, an alternative individual who does not come under the authority of the other panelists or affected employee will be selected in collaboration with the **employer's** legal counsel and/or his/her designee which may include outside legal counsel retained by the **employer**. The alternative individual will be a person who is a functional equivalent and who does not otherwise have a conflict, whether perceived or actual. The selection of the alternative individual is final and appeals will not be allowed.
- f. The selected representative from the list established by Human Resources will schedule a meeting within two weeks with the employee and department head or elected official.

- g. At such hearing, the employee will have the right to be represented by an attorney or other representative retained by the employee, to present evidence and argument in response to the disciplinary action, and to question and cross-examine adverse witnesses. The hearing may be conducted informally without conforming to the formal rules of evidence and such informality of the hearing process shall not invalidate the decision rendered. The panel will consider the information presented and attempt to resolve the differences between the parties. If no resolution is found, within five working days, the panel will make a decision to: 1) uphold the discipline, 2) modify the discipline, with an explanation, or 3) rescind the discipline, with an explanation. The panel may arrive at its decision either by consensus or by a majority vote. The panel shall issue its decision in writing within 5 working days.
- h. The decision of the panel shall be final and may only be appealed as provided in a collective bargaining agreement if applicable and/or as provided by law.

#### ***11.1.4 Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns, and Unincorporated Towns***

Statutes for counties (NRS 245.065) provide for a public hearing for a dismissed employee other than a department head, county manager or county administrator who has been employed for 12 months or more. Such dismissed employee is not required to utilize an established pre-disciplinary conference and appeal process before requesting a public hearing. The employee may request a written statement specifically setting forth the reasons for dismissal within 15 days of the date of dismissal and the employer shall furnish the statement within 15 days after the request is received. The employee must request in writing the public hearing within 30 days of receipt of written notification of dismissal. The public hearing will occur within 15 days of receipt of such request.

#### ***11.1.5 Administrative Leave During Disciplinary Proceeding***

By notifying the employee in writing, the **employer** may place an employee on administrative leave, with pay, pending an investigation of alleged misconduct or performance deficiencies, prior to or during a disciplinary proceeding, or during the review of the employee's response to a proposed disciplinary action. The notice of administrative leave will include a statement that the leave is not a disciplinary action. Human Resources shall coach, consult, guide and advise on all investigations for all employees placed on administrative leave.

#### ***11.2. Peace Officers Charged with Crime or Separate from Employment During Investigation***

The employer will immediately notify the Peace Officers' Standards and Training (POST) Commission if a peace officer employed by the employer:

- Is charged with certain crimes outlined in NAC 289.290; or
- Resigns from employment or otherwise separated from

employment with the agency while an investigation concerning alleged misconduct is pending, and

- Provide the Commission a written summary of the outcome of the investigation as soon as practicable after completing the investigation.

## DISPUTE RESOLUTION

### 12.1 Definition of Dispute

Subject to the exclusions listed below, a dispute is any disagreement between the **employer** and an employee pertaining to the application of the **employer's** personnel policies, or an allegation by an employee that the **employer** has failed to provide a condition of employment established by the **employer**. The term “**dispute**,” as used herein, shall exclude the following:

1. Disciplinary action.
2. Complaints for which the **employer** provides an alternate dispute resolution process.
3. Termination of an introductory employee.
4. Termination of an at-will employee.

### 12.2 Prohibition Against Retaliation

The **employer** shall not restrain, coerce, retaliate, interfere with, or discriminate against any employee based on the employee's use of the dispute resolution process.

### 12.3 Time Limits

1. The time limits set forth herein are essential to the dispute resolution process and shall be strictly observed. The time limits may be extended by written agreement, signed by the employee and the **employer**.
2. If, at any stage of the dispute resolution process, the employee is dissatisfied with the decision rendered, the employee shall be responsible for submitting the dispute to the next designated level within the delineated time limits. If the employee fails to submit the dispute to the next designated level within the time limits imposed, the dispute resolution process shall be considered terminated, the dispute shall be considered settled on the basis of the last decision, and the dispute shall not qualify for further appeal or reconsideration.
3. If the appropriate **employer** representative fails to respond within the time limits specified, the employee has the right to proceed to the next step within the prescribed time limits. Any such failure by an **employer** representative shall not constitute an admission of the validity of the dispute.

### 12.4 Dispute Resolution Process

#### *12.4.1 Step 1. Discussion with Immediate Supervisor*

1. The employee shall first discuss the dispute informally with the immediate supervisor. The discussion shall be held within 10 work days of the action causing the dispute or of the date the action reasonably could have been expected to be known to the employee. In no event shall any dispute be accepted for consideration more than six months from the date of the initial occurrence causing the dispute, regardless of the date the action became known to the employee (except as otherwise provided by law).

2. The immediate supervisor shall verbally respond to the employee within 10 work days of the informal discussion between the employee and supervisor. Additionally, the immediate supervisor must document the verbal response.

#### ***12.4.2 Step 2. Formal Written Notice of Dispute***

1. In the event the employee believes the dispute has not been satisfactorily resolved at **Step 1**, the employee may submit the dispute, in writing, to the department head within five work days after receipt of the immediate supervisor's verbal response. The employee shall file one copy with Human Resources. If the written notice of dispute is not presented within the time limits provided herein, it shall be waived. The written notice of dispute shall:
  - a. Fully describe the dispute and how the employee was adversely affected.
  - b. Set forth the section(s) of the written policy or rule allegedly violated and state the specific nature of the violation.
  - c. Indicate the date(s) of the incident(s).
  - d. Specify the remedy or solution to the dispute sought by the employee.
  - e. Identify the employee and be signed by the employee.
  - f. Identify the person, if any, chosen by the employee to be his/her representative.
2. No modifications in the alleged basic violation shall be made subsequent to the filing of a dispute, unless mutually agreed to by both the **employer** and the employee. However, corrections in citations can be made at any time by the employee or the employee's representative.
3. The department head shall meet with the employee to discuss the dispute and shall deliver a written decision to the employee within ten (10) work days of the meeting outlining the reasons behind the decision.
4. Any dispute resolved at this step shall be subject to the review and confirmation of Human Resources before the resolution is effective. Such review will occur within 14 work days and the confirmation shall be final and binding.

## DEFINITION OF TERMS

The terms used in these policies shall have the meanings defined below:

**ADA Coordinator:** Person designated by the employer to investigate and facilitate the prompt and equitable resolution of complaints filed by qualified persons with disabilities.

**Administrative Leave:** Authorized leave for administrative purposes, such as for conducting an investigation which may be with or without pay, at the option of the **employer**.

**Adulterated Specimens:** A specimen is considered adulterated if it contains a substance that is not a normal constituent or contains an endogenous substance at a concentration that is not a normal physiological concentration.

**Alcohol:** The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

**Alcohol Use:** The drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

**Allocation:** The assignment of a single position to its proper classification on the basis of the duties performed and responsibility assigned.

**Anniversary Date:** The date the employee is hired, appointed, promoted, reclassified or reallocated upward. The anniversary date may be adjusted as specifically provided elsewhere in the personnel policies. (Federal regulations govern the anniversary date of employees returning from military leave.)

**Applicant:** A person, including a current employee, who is applying for any position with the **employer**. (May also be referred to as the candidate)

**Appointing Authority/Employer:** The governing board, any elected official, or appointed official acting under the expressed authority of the governing board.

**Appointment:** The offer of and acceptance by a person to a position in accordance with the provisions of these personnel policies.

**At-will:** Employment status wherein the employee may be terminated at any time, with or without cause. An employee in an at-will status has neither a property right nor an expectation of continued employment with the **employer** and is not covered by the provisions of the discipline, layoff, or dispute resolution sections of these personnel policies.

**Authentication:** For purposes of FMLA, providing the health care provider with a copy of the medical certification and requesting verification that the information contained on the certification form was completed and/or authorized by the health care provider who signed the document; no additional medical information may be requested.

**Board:** The governing body of the **employer**.

**Casual Worker/Hire:** An employee hired on an as-needed basis, either as a replacement for employees who are out on short- and long-term absences or to meet **employer's** additional staffing needs during peak business periods. A casual worker has neither a property right nor an expectation of continued employment with the employer and is not covered by the provisions of the hiring, discipline, layoff, or dispute resolution sections of these personnel policies.

**Child:** (Son or daughter) For purposes of FMLA, a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing In Loco Parentis: leave to care for a child with serious health condition is limited to a child, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability."; exigency

leave and caregiver leave applies to a child of any age.

**Clarification:** For purposes of FMLA, contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of a response.

**Class:** A group of like positions assigned to the same title and salary range based on similar duties and responsibilities and minimum qualifications. A class may only have one position allocated to it if there are no similar positions within the organization.

**Class Series:** Two or more classes which are similar as to the fundamental type of work, but which differ as to degree of responsibility and difficulty, and which have been arrayed in a progression of level of responsibility and complexity of duties.

**Class Specification:** A description of the essential characteristics of a job class, and the factors and conditions that make it unique from other classes, described in terms of duties, responsibilities, and qualifications.

**Compensatory Time/Compensatory Time Off:** Time off granted to an employee in lieu of monetary payment for overtime worked.

**Contraband:** Any item such as illegal drugs, prohibited substances, drug paraphernalia, or other related items whose possession is prohibited by this policy.

**Conflicting Employment:** Outside employment that interferes with the employee's ability to perform his/her assigned job.

**Consumer Reports:** Any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for: (A) credit or insurance to be used primarily for personal, family, or household purposes; (B) employment purposes; or (C) any other purpose authorized under section 604 of the FCRA. See 15 U.S.C. 1681a(d)(1).

**Conviction:** A finding of guilt, including a plea of no contest or imposition of sentence or both, by any judicial body charged with the responsibility to determine violations of federal or state law.

**Corrective Action:** Action taken to improve unacceptable behavior or performance; correction action may include coaching sessions, counseling sessions, training and disciplinary actions including verbal, written reprimands, suspensions, demotions, pay reductions and discharge.

**Date of Hire/Hire Date:** The actual date an employee first renders paid service in a regular position.

**Day:** Calendar days unless work days are specified.

**Demotion:** Involuntary movement of an employee from one job class to another job class having a lower maximum base rate of pay, as a result of disciplinary action.

**Department Head/Department Manager:** An elected official or appointed official who is directly responsible to the voters or to the Board of County Commissioners or to a board established by the Board of County Commissioners, for overall administration of an office or department of the **employer**.

**Diluted Specimens:** A urine specimens with a high concentration of water and has creatinine and specific gravity values that are lower than expected for human urine as determined by the U.S. Department of Health and Human Services.

**Disability-Related Inquiry:** A question (or series of questions) likely to elicit information about a disability. Generally, disability-related inquiries are restricted by the ADA during

the hiring process.

**Discharge:** Termination, separation, dismissal, or removal from employment for cause.

**Discipline/Disciplinary Action:** A formal form of corrective action to improve unacceptable behavior or performance; discipline may include verbal warning, written reprimands, suspension, involuntary demotion, reduction in pay, or discharge.

**Discrimination:** Employment decisions or actions which are inappropriately taken because of the applicant's or employee's protected class membership.

**Dispute:** Any disagreement between the **employer** and an employee pertaining to the application of the **employer's** personnel policies, or an allegation by an employee that the **employer** has failed to provide a condition of employment established by the **employer's** compensation plan

**Domestic Partner:** Persons who are registered have a domestic partnership pursuant to NRS 122A.200 or have a legal union validly formed in another jurisdiction that is substantially equivalent.

**Drug Test:** A test to determine the presence of illegal drugs/prohibited substances or their metabolites that includes specimen collection and testing by a Department of Health and Human Services (DHHS)-certified laboratory.

**Eligible List:** A list of names of persons who have satisfactorily completed an examination for a position and are qualified for employment.

**Employee:** A person employed in a budgeted position on a full- or part-time basis. For purposes of those sections of these policies covering discipline, layoff, and dispute resolution, **excludes** elected officials, department heads, at-will employees, casual/temporary/seasonal workers, and others specified by the Board of County Commissioners; elected officials are further excluded from policies for which there are specific provisions in federal, state and local laws, charters, resolutions and ordinances.

***Regular Full-time Employee:*** A person who has successfully completed an introductory period in a regular budgeted position with a normally scheduled workweek of at least 40 hours.

***Regular Part-Time Employee:*** A person who has successfully completed an introductory period in a regular budgeted position which requires a minimum number of hours per week, (typically 20 hours), but less than full-time employment.

***Introductory Employee:*** A person who serves in an at-will status for a specified period of time during which s/he is evaluated by the **employer** to ensure that s/he has demonstrated fitness for a position by actually performing the duties of the position.

***Exempt Employee:*** An employee who is exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act.

***Non-Exempt Employee:*** An employee who is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.

**Employer Premises:** All **employer** property and facilities, the surrounding grounds and parking lots, leased space, **employer** motor-driven equipment/vehicles, offices, desks, cabinets, closets, and any other property owned by **employer**.

**Equal Employment Opportunity (EEO) Officer:** The staff member assigned by the Board of Commissioners the responsibility and authority to post notices; provide training; and receive, investigate, and resolve complaints of alleged discrimination/harassment.

**Essential Function:** A fundamental job duty of the position held or desired. A function is



essential if the job exists to perform that function, a limited number of other employees are available to perform the function, or the function requires special skill or expertise.

**Examination/Test:** Any measure, combination of measures, or procedures used as a basis for any employment decision, including, traditional paper and pencil tests, performance tests, assessment centers, introductory periods, and evaluation of physical, educational, and work experience qualifications through interviews and scored application forms.

**Exigency Leave/Qualifying Exigency:** For purposes of the Family and Medical Leave Act, a qualifying life event for which eligible employees may take leave for a family member who is on covered active duty or under an impending call to covered active duty:

- Short-term notice deployment (deployment in seven or less calendar days)
- Military events and activities
- Childcare and school activities
- Family support or assistance programs
- Financial and legal arrangements
- Counseling
- Servicemember's rest and recuperation leave (limited to 15 calendar days for each instance)
- Post-deployment activities
- Parental leave for the spouse, son, daughter, or parent of a military member to care for the military members' parent who is incapable of self-care.
- Additional activities arising out of active duty that the **employer** and employee agree upon.

**Full-Time:** Work which requires hours of work as established by the **employer** as full-time. A full-time employee is regularly scheduled to work a normal work week of 40 hours. Note: For the purpose of determining eligibility for benefits and layoff, collective bargaining agreements may provide alternate definitions of full time.

**Furlough:** Mandatory time off without the use of annual, sick leave, or other pay. To be used as an option before any type of layoff. Must be approved by the Board of County Commissioners.

**Grade:** The designation of a salary range for a class.

**Human Resources:** The designation by the Board of Commissioner to either an independent contractor, County office or County employee to administer and perform duties associated with Human Resource functions on behalf of Eureka County.

**Illegal Drugs:** Any controlled substance or drug under Federal or Nevada law, which is illegal to sell, possess, cultivate, transfer, use, purchase, or distribute. Illegal drugs include prescription drugs not legally obtained and/or prescription drugs not being used in the manner, combination, or quantity prescribed, or by the individual for whom prescribed.

**Incomplete or Insufficient Certification:** For purposes of FMLA, a medical certification is considered incomplete if the employer receives a certification, but one or more of the applicable entries have not been completed. A medical certification is considered insufficient if the **employer** receives a complete certification, but the information provided is vague, ambiguous, or non-responsive.

**In Loco Parentis:** For purpose of the FMLA, a relationship in which a person has put him/herself in the situation of a parent by assuming and discharging the obligations of a parent to a child, with whom s/he has no legal or biological connection, including day-to-day responsibilities to care for or financially support a child.

**Introductory Period:** A trial or working test which an employee serves in an at-will status used to determine if an employee's performance meets the expectations of the position for which s/he was hired and if continued employment is warranted.

**Invalid Specimens:** An invalid specimen is one that contains an unidentified adulterant, contains an unidentified interfering substance, has an abnormal physical characteristic, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing testing or obtaining a valid drug test result.

**Key Employee:** A salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite.

**Layoff:** A separation from the **employer's** service because of a shortage of funds, lack of work, abolishment of a position, reorganization, or for other reasons not reflecting discredit on an employee and for reasons outside of the employee's control.

**Leave Without Pay:** Authorized leave in a non-paid status.

**Legal Drugs:** Prescription drugs and over-the-counter drugs that have been legally obtained and are being used in the manner, combination, and quantity for which they were prescribed or manufactured.

**Major Life Activities:** For the purpose of the ADA functions such as, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, concentrating, thinking, communicating, reading, sitting, reaching, interacting with others, working and the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, bowel, bladder, neurological, brain, genitourinary, cardiovascular, hemic, lymphatic, musculoskeletal, respiratory, circulatory, endocrine and reproductive functions.

**Manager:** Any employee, or an elected official, who has been authorized by the Board to select, train, schedule, and evaluate the work of other employees, and to make decisions or effectively recommend actions related to the hiring, evaluation, and discipline of assigned employees. This person may also serve as the department head.

**Medical Examination:** A procedure or test usually given by a health care professional or in a medical setting that seeks information about an individual's physical or mental impairments or health.

**Next of Kin:** For purposes of FMLA, the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

**Parent:** For purposes of FMLA, includes a biological, adoptive, step or foster father or mother, or any other individual who stood In Loco Parentis to the employee or covered servicemember. This term does not include parents "in -law."

**PEBP:** The State of Nevada Public Employees Benefit Program.

**PERS:** The State of Nevada Public Employees Retirement System.

**PERS Full Time Equivalent:** The number of hours selected by the employer which is reported to PERS as the base full-time equivalent hours in determining PERS full time classification. Regular employees are 40 hours per week and law enforcement are 84 hours

per bi-weekly period.

**Personnel Action:** Any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal, or any other action affecting an employee's employment status.

**Position:** A group of duties and responsibilities requiring the ongoing services of one or more employees, which is listed in the authorized position list contained in the currently approved **employer's** budget or established by formal action of the Board of County Commissioners.

**Positive Drug or Alcohol Test:** Any detectable level of drugs or its metabolite (in excess of trace amounts attributable to secondary exposure) in an employee's urine or blood. With respect to alcohol, a blood alcohol concentration of 0.02 or higher constitutes a positive test.

**Prohibited Substances:** Medical and recreational marijuana; prescription drugs not legally obtained, not being used in the manner, combination or quantity prescribed or by the individual for whom prescribed; over-the-counter medications used contrary to manufacturer instructions; or consumer products not meant for human consumption.

**Promotion:** The movement of an employee from one class to another class having a higher maximum base rate of pay, usually as a result of some type of examination.

**Protected Class/Protected Class Membership:** Individuals or groups of individuals protected from employment discrimination, harassment and retaliation by federal and/or state laws. Protected classes include race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, membership in the Nevada National Guard, and any other class that becomes protected by federal and/or state law.

**Protective Hairstyle:** Includes, without limitation, hairstyles such as natural hairstyles, afros, bantu knots, curls, braids, locks, and twists.

**Race:** Traits associated with race, including, without limitation, hair texture, and protective hairstyles.

**Rate of Pay/Pay Rate:** An employee's salary as shown in the **employer's** compensation plan.

**Reallocation:** A change in the classification and salary range of a class to a higher or lower salary range.

**Reasonable Accommodation:**

- a modification or adjustment to a job application process that enables a qualified applicant with a disability or a qualified female applicant with a condition relating to pregnancy, childbirth or a related medical condition to be considered for the position such qualified applicant desires; or
- a modification or adjustment to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability, a female employee with a condition relating to pregnancy, childbirth or a related medical condition, or an employee who is or has a family or household member who is a victim of an act which constitutes domestic violence, to perform the essential functions of that position; or
- a modification or adjustment that enables a qualified individual, with a disability or a female employee who has a condition relating to pregnancy, childbirth or a related medical condition, to enjoy equal benefits and privileges of employment as are enjoyed by other similarly situated

employees.

- a modification or adjustment to a work environment that will allow employees to practice his/her own religion.

**Reclassification:** The change of a position to a different job class which results from changes in duties and responsibilities.

**Reduction in Pay:** Disciplinary action by an **employer** moving an employee to a lower pay level in the same class and same salary range.

**Regular Employee:** See “Regular Full-Time Employee” and “Regular Part-Time Employee” listed under “Employee”

**Regular Position:** An authorized position which appears in the authorized position list contained in the **employer’s** budget documents or its amendments approved by the Board of County Commissioners.

**Reinstatement:** The restoration of a laid-off employee without examination or an employee rejected during a promotional introductory period to a position in a class in which the employee formerly served as a regular employee. For purposes of the Family and Medical Leave Act, restoration to the same or equivalent position after returning from FMLA.

**Reinstatement List:** A list of names of persons who have been laid off and are available for reinstatement.

~~**Reporting Officer:** The staff member assigned the responsibility and authority to post notices; provide training, and receive, investigate, and resolve complaints of alleged discrimination/harassment.~~

**Reprimand:** A written notice to an employee stating specific performance and/or behavioral deficiencies and the improvements in behavior and/or performance which the employee must make, and that further disciplinary action will follow if the employee does not make the required improvements. (A performance evaluation form shall not be considered a reprimand.)

**Resignation:** A notice by an employee that s/he intends to separate from the **employer’s** service.

**Salary Range:** The minimum and maximum salary set for each classification, grade, or level as designated by the position compensation plans. (Also see Grade.)

**Seasonal Employee:** See Casual Worker.

**Serious Health Condition:** For purposes of the Family and Medical Leave Act, an illness, injury, impairment, or physical or mental condition of incapacity or treatment that involves:

- Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility.
- Continuing treatment by (or under the supervision of) a health care provider for a period of incapacity of more than three consecutive full calendar days, combined with at least two visits to a health care provider within 30 days of the first day of incapacity or one visit to a healthcare provider requiring a regimen of continuing treatment (e.g. prescription medication).

**Son or Daughter:** See “Child”

**Spouse:** A husband or wife of a person, regardless of gender.

**Step:** A specific rate of pay within the salary range established for a class. (Also see Rate of Pay.)

**Substance Abuse Professional (SAP):** A licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders.

**Substituted Specimens:** A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine as determined by the U.S. Department of Health and Human Services because it is a replacement or false specimen.

**Supervisor:** Any employee, or an elected official, who has been authorized by the Board to select, train, schedule, and evaluate the work of other employees, and to make decisions or effectively recommend actions related to the hiring, evaluation, and discipline of assigned employees. This person may also serve as the department head or manager.

**Suspension:** The temporary separation from service of an employee for disciplinary reasons.

**Temporary Employee:** See Casual Worker.

**Termination:** See Discharge.

**Transfer:** A lateral change of an employee from one position to another position in the same class or to a different class in the same salary range.

**Transitional Duty:** A temporary assignment of an employee who is unable to perform one or more essential function of their job but has been cleared by a health care provider to perform other duties for the employer.

**Volunteer:** An individual who performs hours of service for a public agency for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered. An individual is not considered a volunteer if the individual is otherwise employed by the same public agency to perform the same type of services as those for which the individual proposes to volunteer.

**Warning:** Verbal notice or counseling of an employee specifying required changes in work performance or on-the-job behavior.



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<b>Job Title:</b>	Telecommunicator I, II, & III	<b>Department:</b>	Sheriff's Office
<b>Classification Range:</b>	Telecommunicator I, Salary Class E09 Telecommunicator II, Salary Class E10 Telecommunicator III, Salary Class E11	<b>Reports To:</b>	Communications Supervisor
		<b>FLSA:</b>	Non-Exempt
		<b>Safety Sensitive:</b>	Yes
		<b>Probation Period:</b>	12 Months
		<b>Adopted/Revised:</b>	9/17/2024

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**Summary of Job Purpose:** Telecommunicator I, II, and III's, are under general supervision, receives, assesses, and processes emergency and non-emergency calls for the County Law Enforcement, Fire, and EMS Departments; answers inquiries for information from the general public as well as other criminal and non-criminal justice agencies; dispatches patrol, fire, and EMS units; maintains, types, and files various records and documents; interacts with the general public, criminal, and non-criminal justice agencies in person and via telephone.

**Essential Functions:** *The class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skill.*

Telecommunicator I:

- Responds to radio calls from law enforcement and emergency personnel in the field; acts as backup communication for field personnel for public works and the school district; performs record searches from local databases and those maintained by the Federal Bureau of Investigation (FBI), National Crime Information Center (NCIC), International Criminal Justice & Public Safety Network (NLETS), and the State of Nevada (NCJIS) for warrant, protection order, dangerous offender, sex offender, CCW holder and criminal history status on field suspects and in-custody detainees; confirms active warrants and transportation requirements for other law enforcement agencies; verifies and disseminates information received by the teletype to field officers; gathers and translates information from field officers for efficient queries into the teletype.
- Receives 911 calls for assistance from a landline and cellular phones from various locations within Eureka County as well as neighboring counties; determines and completes transfers of callers to the appropriate agency if the request for service is not within our geographic/determined response areas; asks questions to solicit information regarding the nature and location of the emergency, verifies information gathered for accuracy, determines the priority and type of response necessary; dispatches emergency units and relays pertinent information between field officers and emergency response units; provides emergency medical instruction using locally-approved protocols; communicates effectively with distraught, angry, hysterical, or frightened callers; maintains calm in emergency situations; handles stress related to various emergency calls; dispatches appropriate units for alarm calls.
- Use technology available in the communications center to the best of their knowledge and training which could include, but is not limited to text to 911, live stream video, multiple phone systems, records management systems, mapping systems, and radio systems.
- Processes information requests from the general public, criminal, and non-criminal justice agencies by providing information ranging from community events to status of an incarcerated subject; processes calls to determine whether information may be released to the requestor or must be handled through a supervisor; determines if a referral to another agency is needed to satisfy a caller's request; interact effectively with individuals from diverse backgrounds; processes calls requesting visitation with incarcerated individuals.
- Maintains a computer log of all radio and phone calls received and transmitted; operates video and audio equipment as needed for jail safety during bookings and daily operations; operates audio logging equipment for all radio and phone calls received and transmitted; maintains local databases by entering calls for requests for services or officer initiated activity; enters and maintains local house watch list and emergency contact information in local databases; completes all pertinent daily and monthly reports.



- Processes work cards, traffic accident reports, case reports, sex offender and ex-felon registrations, concealed weapon permit, civil process requests of all types for service and identification files by ensuring all teletypes have been requested and filed, information recorded properly in the local database, files assembled correctly and placed correctly in the filing system; process concealed weapons permits by ensuring proper entry has been made into the NCJIS information database regarding permit issuance and status; additional processing of case report files to include entries into NCIC, NCJIS, or NLETS regarding stolen articles, guns, license plates, parts, securities or vehicles, wanted or missing persons, and identification of gang or terrorist members; sorts, indexes, and files log records, correspondence, reports, or other materials; maintains the accuracy, validity, and completeness of all records entered into NCIC, NCJIS, or NLETS.
- Assists public by providing information related to law enforcement, medical and fire, as well as community amenities and events; in obtaining indigent aid; assists bail bond agents and public by receiving bail bonds or cash for citations and individuals incarcerated in the detention facility; assists detention with visitation by providing proper forms and screening of visitors; accepts fees for services provided by the Sheriff's Department.
- Reviews and is active in assessments and improvement of their performance of the position assigned to include but is not limited to: agency system audits, call reviews, training and assigned tasks by the Communications Supervisor or Designee in a timely fashion.
- Represents the County with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

#### Telecommunicator II:

- In addition to performing duties assigned to Dispatcher I; assists in the training of new employees in call taking, dispatching, clerical procedures, and NCIC/NCJIS/NLETS operating procedures and proficiency.
- May serve as an ATAC (Assistant Terminal Agency Coordinator).
- Completes NCJIS and NCIC warrants, validations, and entries
- Completes reviews of entries into the NCJIS/NCIC/RMS system, providing objective, positive feedback to the employee that completed the entry into the systems.
- Maintains and Develops improvements in the Communications Training and Evaluation Program with new trends and updating procedures.
- Maintains and updates all contact information and procedural forms manuals.

#### Telecommunicator III:

- In addition to performing duties assigned to Dispatcher I/II; assists in the training of new employees in call taking, dispatching, clerical procedures, and NCIC/NCJIS/NLETS operating procedures and proficiency.
- Trains and assesses Dispatcher I/II in Law Enforcement incidents/Fire incidents/EMS incidents/Emergency Medical Dispatching (EMD) by providing Quality Control of all calls completed and providing feedback and remedial training in this field.
- Completes audits of the RMS (Records Management System-RIMS) for accuracy and completeness of person, vehicle, incident location and premise records.
- Completes UCR/NIBRS data collection and reporting on behalf of Eureka County. Provides backup for the Sheriff's Office Communications Supervisor / Sergeant in their absence to provide direction to the Communications Division.

**Qualifications:** *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required.*

**Education and Experience:** *The knowledge and ability listed may be acquired through different types of education, training and experience. An example of a typical way to acquire the qualifying knowledge and ability is listed below:*



**Telecommunicator I:** High School diploma/GED; AND one (1) years of administrative/clerical support experience is preferred.

**Telecommunicator II:** High School diploma/GED; AND three (3) years of experience as a Dispatcher, Emergency Medical Dispatcher (EMD), Communications Training Officer and ATAC (Assistant Terminal Agency Coordinator).

**Telecommunicator III:** High School diploma/GED; AND five (5) years of experience as a Dispatcher, ATAC (Assistant Terminal Agency Coordinator), CTO-Communications Training Officer and an Emergency Medical Dispatcher (EMD) evaluator.

**Required Certificates, Licenses, and Registrations:** *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation. All assigned/required training will be completed by the Dispatcher within assigned/required time frame.*

**Telecommunicator I:** Public Safety Telecommunicator 1 and Emergency Medical Dispatching (EMD) certifications within six (6) months of date of employment. NCJIS/NCIC certification within six (6) months of date of employment.

**Telecommunicator II:** EMD certifications within six (6) months of date of employment. NCJIS/NCIC certification within six (6) months of date of employment. ATAC/CTO training and certification within eight (8) months of date of appointment.

**Telecommunicator III:** EMD certifications within six (6) months of date of employment. NCJIS/NCIC certification within six (6) months of date of employment. ATAC/CTO training and certification within eight (8) months of date of appointment. Quality Assurance/Quality Improvement Training (QA/QI) within twelve (12) months of appointment.

**Required Knowledge and Skills:**

**Knowledge of** Radio-telephone operations and procedures; procedures used in operating Computer Aided Dispatch and 9-1-1 systems; policies and procedures of receiving and processing emergency calls; specialized computer systems/software currently used in the Communications Department; business arithmetic; geographic features and directional information; policies and procedures of warrant and NCIC/NCJIS functions; General law enforcement codes, practices and methods; call screening techniques and phone etiquette; standard office practices and procedures; including records management.

**Skills in** Performing technical, specialized, complex, difficult or technical office support work; reading and explaining rules, policies and procedures; train staff in work processes and procedures; compiling and summarizing information and preparing periodic or special reports. Contributing effectively to the accomplishment of team or work unit goals, objectives and activities; working under pressure, exercising good judgment and making sound and timely decisions in emergency and non-emergency situations; understanding and following oral and written instructions; communicating clearly and concisely in writing during emergency and non-emergency situations; recalling, identifying, and categorizing information; performing the full range of public safety call taking/dispatching and 9-1-1 duties; effectively listening to, communicating with, and eliciting information from upset, emotional and irate individuals; dealing successfully with a variety of individuals from various socioeconomic, ethnic and





**EUREKA**  
-COUNTY-

cultural backgrounds, in person and over the telephone; contributing effectively to the accomplishment of team or work unit goals, objectives and activities.

**Special Requirements:** Ability to successfully pass a background investigation to qualify certification to operate NCIC, NCJIS, and related systems including being able to certify and train others on these systems. Required certification must be maintained and current throughout duration of employment. Valid Nevada Driver's license.

**Physical/Mental Demands & Working Environment:** *The physical/mental requirements described herein are repetitive of those that an employee must meet to perform the essential functions of this position successfully.*

Mobility to work in a typical office setting and use standard office equipment; stamina to remain seated for extended periods of time; strength to lift and carry up to 25 pounds; vision to read printed materials and a computer screen, and hearing and speech to communicate in person, over the telephone and over the radio. Work is performed in a high call volume emergency telecommunication environment, where there is limited opportunity for physical movement and the telecommunicator must remain alert and responsive while observing computer display screen for uninterrupted periods of time; may be subject to extended work periods without relief, periods of high call volume, and stressful situations. The ability to interact professionally, communicate effectively, and exchange information accurately. Ability to appropriately handle stress and interact with others, including supervisors, coworkers, clients, customers and periodic contact with distressed, angry and upset individuals. Ability to handle the stress of frequent interruptions of planned work activities by emergency calls, radio noise, and unplanned events. Generally clean work environment with limited exposure to conditions such as dust, fumes, or odors.

*This position description indicates, in general, the nature and levels of work, knowledge, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and applicants who Eureka County has offered employment are encouraged to discuss potential accommodations with the employer.*

**APPROVAL AND ACKNOWLEDGMENT OF RECEIPT**

Designate Position Held:

- Telecommunicator I
- Telecommunicator II
- Telecommunicator III
  
- ANNUAL CONFIDENTIAL PACKET REVIEWED/UPDATED

Department Head/Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\*Employee: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\*Employee signature acknowledges understanding of the essential functions and requirements of this position. Employee also acknowledges receipt of this position description.



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**Job Title:** Appraisal Supervisor  
**Classification Range:** E13

**Department:** Assessor's Office  
**Reports To:** County Assessor  
**FLSA:** Non-Exempt  
**Safety Sensitive:** Yes  
**Probation Period:** 6 Months  
**Adopted/Revised:**

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**Summary of Job Purpose:** Under general supervision, makes appraisals of the value of personal property and of real estate improvements and land for tax purposes within Eureka County; maintains appropriate database and other records; explains findings and assessment laws to the public.

**Essential Functions:** *The class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skill.*

- Appraises real properties to reflect value changes resulting from new improvements, additions, alterations, removals, demolitions, damages, and changes in land use; conducts market analysis of land values for annual adjustment.
- Visually inspects and locates personal property such as mobile homes; Dealers Reports of Sale, building permits, F.A.A. Reports, business licenses, equipment declarations, pertinent advertising and phone listings, and other information to establish new or revised personal property accounts; enters appropriate information into computer and other records.
- Measures, plots, diagrams, photographs, and describes buildings, computing square foot area and noting quality characteristics for the assessor's property records.
- Interprets legal descriptions, blueprints, and topographical maps.
- Registers motor vehicles; verifies documents; collects fees and taxes due; determines value of vehicles for tax purposes; keeps records of all transactions; accounts for and orders replacement DMV supplies; processes exemptions by maintaining records of exemptions from previous years, and updates annually.
- Sets up and maintains personal property accounts, records, and billings; prepares and mails personal property billings.
- Records changes into computer database and other relevant records; collects and records information into sales data bank; performs sales data study; attempts to verify sales completeness; conducts ratio study for vacant property; and creates land values.
- Prepares year-end statistical and segregation analysis, as well as other reports for the State and the County Auditor, including updating tax tables.
- Explains appraisal and assessment practices to public; answers questions from the general public and other agencies about personal property appraisals, and processes, as well as other programs handled by the Assessor's Office. *Assists individuals in filing for exemptions, rebates, and other programs.*
- Documents and defends appraisal processes and values in the case of an appeal before the County or State Board of Equalization.
- Calculates and explains ag deferred taxes.
- Queries – knowledge of queries and how to operate.



- Performs other duties as assigned.
- Supervises all other appraisers, assigns tasks as appropriate, oversees the annual reappraisal process and performs duties of the Assessor in his/her absence.

**Qualifications:** *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required.*

**Education and Experience:** *The knowledge and ability listed may be acquired through different types of education, training and experience. An example of a typical way to acquire the qualifying knowledge and ability is listed below:*

4 years as an Appraiser with 3 of those years as an Appraiser II/III OR 3 years of experience in a related field and a Bachelor's degree. Sufficient work experience to independently perform the full range of duties listed above as well as those listed for Appraiser I,II, and III.

**Required Certificates, Licenses, and Registrations:** *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*

Appraiser's Certificate issued by the State of Nevada Department of Taxation for Real and Personal Property. Ability to maintain continuing education hours to keep Appraiser's Certificate current.

**Required Knowledge and Skills:**

***Knowledge of*** the basic principles and general practices of property appraisal; basic office procedures.

***Skills in*** reading, interpreting, and applying rules, regulations, policies, and procedures that relate to the Assessor's office; assembling and analyzing data, preparing written reports, maintaining records, and making mathematical computations. Reading maps, entering information into a computer, taking simple photographs, communicating rules, policies, and procedures to others.

**Physical/Mental Demands & Working Environment:** *The physical/mental requirements described herein are repetitive of those that an employee must meet to perform the essential functions of this position successfully.*

Frequent standing and sitting. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of items weighing up to twenty-five (25) pounds: files, stacks of paper, reference, and other materials. Moving from place to place within the office; some reaching for items above and below desk level. Strength and stamina to walk long distances over rough terrain and to drive long distances.



**EUREKA**  
-COUNTY-

Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods.

Employees are expected to work both in the field and in the office. In the field, employees have exposure to outside weather conditions including heat, cold, wet, and windy weather; contact with animals and unexpected hazards. Work may be in remote, isolated locations.

*This position description indicates, in general, the nature and levels of work, knowledge, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and applicants who Eureka County has offered employment are encouraged to discuss potential accommodations with the employer.*

**APPROVAL AND ACKNOWLEDGMENT OF RECEIPT**

Designate Position Held:

- Appraisal Supervisor
- ANNUAL CONFIDENTIAL PACKET REVIEWED/UPDATED

Department Head/Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\*Employee: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

\*Employee signature acknowledges understanding of the essential functions and requirements of this position. Employee also acknowledges receipt of this position description.



# Hiring Freeze Waiver Justification

The purpose of the Reduction in Labor Force Policy is to reduce the overall labor force of Eureka County when an employee leaves county employment. This helps the County preserve resources while limiting the financial impact on current employees. During this time, departments are tasked with evaluating the need for all open the position and determining what alternatives may be used instead of re-hiring for the position.

In submitting the justification to hire, a department needs to demonstrate the role of the position and the adverse impact the County will suffer if the position is not filled.

The purpose of the Attrition Policy is to ensure that only those positions critical to the County's ongoing operations are filled. Departments are to evaluate their structure and function and evaluate alternatives to re-filling the position. In submitting the justification to fill a vacant position, a

department needs to demonstrate the role of the position in addressing a critical function.

Submissions that contain non-specific language (e.g. "the position is critical to the successful operation of the department" or "the department cannot function without this position") will be returned for additional information. The justification must identify the specific population served by the position and the consequences of not effecting the requested action, to include how the functions would be fulfilled if the request were not approved.

Once completed, forms should be submitted to the County Budget Director. Requests will be reviewed and considered by the Board of County Commissioners. The requesting Department Head or Elected Official will have an opportunity to meet with the Board of County Commissioners to address questions and elaborate on their request.

**Department:** Various (Public Works/Comptroller)

**Job Title:** Department Assistant

**Range:** E04

**Requestor/Title:** Jeb Rowley/Kim Todd

**Signature:** *Jeb Rowley* *Kim Todd*

**Date:** 9-9-24 9/9/24

**Comptroller Office:** Budget Funds

Available  Not available

Notes: Budgeted FY25

Signature: *Yashad Dineg* Date: 9/9/24

**Human Resources Office:** Job description

Has been recently updated  Needs to be updated

Notes: \_\_\_\_\_

Signature: *Yashad Dineg* Date: 9/9/24

## Board of Eureka County Commissioners Use Only

Board Meeting Date: \_\_\_\_\_

- Approved
- Denied
- Approved with the following conditions: \_\_\_\_\_
- Other (describe): \_\_\_\_\_

Board Signature

<b>To be completed by requestor:</b>	
Why is it critical to retain this position?	With employees being out on leave this will help alleviate the workload for the current employees. This will also help to maintain workflow in the department.
Justification for the requested action and description of alternatives that have been evaluated (attach an additional sheet, if necessary):	This position will be temporary and will assist when employees are out on long term leave. The alternative would be overtime for current staff or to reduce services
What alternatives to immediate hiring have been considered and/or tried, and why do those alternatives not work (attach additional sheet, if necessary)?	None, this position was budgeted to help alleviate this condition when it occurs. When an office has employees out on long term leave this employee will assist in helping to keep the workflow in the office.
Why is it urgent to fill this position immediately?	Employees are going on long term leave and coverage will need to be scheduled in order to not have a gap in services
Consequences of not effecting the requested action:	The current staff will be working overtime and a reduction in services will have to be done in order to keep things moving along while employees are out on long term leave.
Action Requested Check appropriate box:	<input checked="" type="checkbox"/> Hiring Freeze/Attrition Waiver <input checked="" type="checkbox"/> Fill a casual position <input type="checkbox"/> Fill a regular full-time position <input type="checkbox"/> Fill a part-time position
Other: _____	

**EUREKA COUNTY**  
**POSITION DESCRIPTION**

**DEPARTMENT ASSISTANT**

**Range E04**

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**DEFINITION:** Under general supervision, provides a variety of routine to difficult administrative and office support to various County departments, which may include receptionist duties, typing, word processing, data entry, record keeping, filing, and billing.

**DISTINGUISHING CHARACTERISTICS:** Department Assistant is the experienced working level class in the Department Assistant series. Incumbents work independently within established guidelines. Positions are characterized by the presence of fairly clear guidelines from which to make decisions and the availability of supervision in non-routine circumstances. This class is distinguished from Senior Department Assistant in that the latter performs the most difficult, technical, complex, and/or specialized office support duties which may include budget control, legal procedures, and office management.

**ESSENTIAL JOB FUNCTIONS:** The duties listed below are examples of the work typically performed by an employee in this position. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. *Marginal duties* (shown in *italics*) are those which are least likely to be essential functions for this position.

1. Acts as receptionist and receives and screens visitors, telephone calls, and takes messages; greets people visiting the office; provides factual information regarding department or program activities and functions which require some interpretation of rules, policies, and/or procedures.
2. Types correspondence, reports, forms, newsletters, and specialized documents related to the functions of the assigned unit from drafts, notes, dictated tapes, or brief instructions using a typewriter or word processor; may compose standard correspondence from brief instructions; assembles monthly reports or newsletters.
3. Checks typed and other materials for accuracy, completeness, compliance with departmental policies, and applicable regulations, and corrects English usage, including grammar, punctuation, and spelling.
4. Enters, edits, retrieves data, and prepares periodic or special reports from computer systems following established formats and menus; may create reports, spreadsheets, and other formats using programmed software to meet departmental needs.
5. Prepares and updates a variety of records, forms, and reports which require the use of arithmetic calculations and consolidation of materials from several sources.
6. Maintains, records, and processes forms, such as work orders, vouchers, billings, and other functions specific to the department.

7. Establishes and maintains office files; researches and compiles information from files; purges files as required; maintains department specific library; indexes documents; microfilms documents.
8. Maintains calendar of appointments and events; assists in planning and organizing meetings and special events.
9. Compiles materials for meetings; may prepare agendas and attend such meetings to take summary notes as required.
10. Establish and maintain professional working relationships with coworkers, the public, visitors, and vendors. Effectively interact and coordinate efforts with all County departments.
11. Opens and distributes mail, processes outgoing mail; posts and distributes notices, flyers, and bulletins; performs other general office support service duties as assigned.
12. Performs other duties as assigned.

### **QUALIFICATIONS:**

#### **Knowledge and Ability:**

*Knowledge of* office practices and procedures, including filing and the operation of standard office equipment; basic record keeping principles and practices; correct English usage, including spelling, grammar, and punctuation; business arithmetic.

*Ability to* perform detailed office support work; operate standard office equipment including a word processor or computer terminal; organize and maintain accurate files and records; provide factual information both in person and on the telephone; establish and maintain working relationships with staff and the public; accurately type at a rate sufficient to perform assigned duties.

**Experience and Training:** The knowledge and ability listed above may be acquired through different types of education, training and experience. An example of a typical way to acquire the qualifying knowledge and ability is listed below:

At least one (1) year of varied clerical work experience.

**PHYSICAL REQUIREMENTS:** The physical requirements described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position.

Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of items weighing up to twenty-five (25) pounds, files, stacks of paper, reference, and other materials. Moving from place to place within the office; reaching for items above and below desk level.



In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and applicants who have been offered employment by Eureka County are encouraged to discuss potential accommodations with the employer.

**WORKING CONDITIONS:**

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise.

**FLSA STATUS: Non-Exempt**

**APPROVAL AND ACKNOWLEDGMENT OF RECEIPT**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\*Employee: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\*Employee signature acknowledges understanding of the essential functions and requirements of this position. Employee also acknowledges receipt of this position description.

**ADOPTED: September 6, 2005**

**REVISED:**



# Hiring Freeze Waiver Justification

The purpose of the Reduction in Labor Force Policy is to reduce the overall labor force of Eureka County when an employee leaves county employment. This helps the County preserve resources while limiting the financial impact on current employees. During this time, departments are tasked with evaluating the need for all open the position and determining what alternatives may be used instead of re-hiring for the position.

In submitting the justification to hire, a department needs to demonstrate the role of the position and the adverse impact the County will suffer if the position is not filled.

The purpose of the Attrition Policy is to ensure that only those positions critical to the County's ongoing operations are filled. Departments are to evaluate their structure and function and evaluate alternatives to re-filling the position. In submitting the justification to fill a vacant position, a

department needs to demonstrate the role of the position in addressing a critical function.

Submissions that contain non-specific language (e.g. "the position is critical to the successful operation of the department" or "the department cannot function without this position") will be returned for additional information. The justification must identify the specific population served by the position and the consequences of not effecting the requested action, to include how the functions would be fulfilled if the request were not approved.

Once completed, forms should be submitted to the County Budget Director. Requests will be reviewed and considered by the Board of County Commissioners. The requesting Department Head or Elected Official will have an opportunity to meet with the Board of County Commissioners to address questions and elaborate on their request.

**Department:** Sheriff's Office  
**Job Title:** Deputy 1/11/111  
**Range:** ELE 9/10/11/12  
**Requestor/Title:** Lieutenant  
**Signature:** M. [Signature]  
**Date:** 9-11-24

**Comptroller Office:** Budget Funds  
 Available  Not available (1) position - south  
 Notes: Converted CSO to Deputy FY25  
 Signature: [Signature] Date: 9/11/24

**Human Resources Office:** Job description  
 Has been recently updated  Needs to be updated  
 Notes: \_\_\_\_\_  
 Signature: [Signature] Date: 9-11-24

## Board of Eureka County Commissioners Use Only

Board Meeting Date: \_\_\_\_\_

- Approved
- Denied
- Approved with the following conditions: \_\_\_\_\_
- Other (describe): \_\_\_\_\_

Board Signature

To be completed by requestor:

Why is it critical to retain this position?

For Patrol / Short Staffed

Justification for the requested action and description of alternatives that have been evaluated (attach an additional sheet, if necessary):	Short Staffed / High Call Volume / More Felony Arrests
What alternatives to immediate hiring have been considered and/or tried, and why do those alternatives not work (attach additional sheet, if necessary)?	Extensive Backgrounds / We need to hire immediately.
Why is it urgent to fill this position immediately?	Call Volume / Short Staffed / High Overtime
Consequences of not effecting the requested action:	High Overtime
Action Requested Check appropriate box:	<input checked="" type="checkbox"/> Hiring Freeze/Attrition Waiver <input type="checkbox"/> Fill a casual position <input checked="" type="checkbox"/> Fill a regular full-time position <input type="checkbox"/> Fill a part-time position
Other: _____	



# Hiring Freeze Waiver Justification

The purpose of the Reduction in Labor Force Policy is to reduce the overall labor force of Eureka County when an employee leaves county employment. This helps the County preserve resources while limiting the financial impact on current employees. During this time, departments are tasked with evaluating the need for all open the position and determining what alternatives may be used instead of re-hiring for the position.

In submitting the justification to hire, a department needs to demonstrate the role of the position and the adverse impact the County will suffer if the position is not filled.

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department needs to demonstrate the role of the position in addressing a critical function.

Submissions that contain non-specific language (e.g. "the position is critical to the successful operation of the department" or "the department cannot function without this position") will be returned for additional information. The justification must identify the specific population served by the position and the consequences of not effecting the requested action, to include how the functions would be fulfilled if the request were not approved.

Once completed, forms should be submitted to the County Budget Director. Requests will be reviewed and considered by the Board of County Commissioners. The requesting Department Head or Elected Official will have an opportunity to meet with the Board of County Commissioners to address questions and elaborate on their request.

**Department:** Sheriff's Office

**Job Title:** Deputy 1/11/111

**Range:** ELE 9/10/11/12

**Requestor/Title:** Lieutenant

**Signature:** M. [Signature]

**Date:** 9-11-24

**Comptroller Office:** Budget Funds  
 Available  Not available (1) Position - South  
 Notes: Converted SO to Deputy FY25  
 Signature: [Signature] Date: 9/11/24

**Human Resources Office:** Job description  
 Has been recently updated  Needs to be updated  
 Notes: \_\_\_\_\_  
 Signature: [Signature] Date: 9-11-24

## Board of Eureka County Commissioners Use Only

Board Meeting Date: \_\_\_\_\_

- Approved
- Denied
- Approved with the following conditions: \_\_\_\_\_
- Other (describe): \_\_\_\_\_

Board Signature

To be completed by requestor:

Why is it critical to retain this position?

For Patrol / Short Staffed

Justification for the requested action and description of alternatives that have been evaluated (attach an additional sheet, if necessary):	Short Staffed / High Call Volume / More Felony Arrests
What alternatives to immediate hiring have been considered and/or tried, and why do those alternatives not work (attach additional sheet, if necessary)?	Extensive Backgrounds / We need to hire immediately.
Why is it urgent to fill this position immediately?	Call Volume / Short Staffed / High Overtime
Consequences of not effecting the requested action:	High Overtime
Action Requested Check appropriate box:	<input checked="" type="checkbox"/> Hiring Freeze/Attrition Waiver <input type="checkbox"/> Fill a casual position <input checked="" type="checkbox"/> Fill a regular full-time position <input type="checkbox"/> Fill a part-time position
Other: _____	



<b>Job Title:</b>	Chief Deputy Clerk Recorder	<b>Department:</b>	Clerk/Recorder
<b>Classification Range:</b>	E12	<b>Reports To:</b>	Clerk/Recorder
		<b>FLSA:</b>	Non-Exempt
		<b>Safety Sensitive:</b>	No
		<b>Probation Period:</b>	6 months
		<b>Adopted/Revised:</b>	9/17/2024

**Summary of Job Purpose** – Assists in supervision over support staff. Performs difficult, complex technical and/or specialized office support work, which requires the exercise of independent judgment, the application of technical skills and a knowledge of detailed or specialized activities related to Clerk Recorder’s Office department to which assigned; including, District Court, Elections, Commission and Recorder responsibilities. The individual in this position reports to the Eureka County Clerk-Recorder.

**Essential Functions:** *The class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skill.*

**Chief Deputy Clerk Recorder:** is expected to perform under the direction of the County Clerk Recorder in a specialized capacity performing higher level functions in addition to ALL Deputy Clerk Recorder I, II and III essential functions.

**Supervisory Duties:**

- Assists in supervising up to 4 employees.
- Assists with planning, organizing, assigning, reviewing and evaluating the work of assigned staff.
- Recommends selection of staff; trains staff and provides for their professional development; and contributes toward employee’s annual performance evaluations.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, within departmental policy, appropriate service and staffing levels.
- Assists in addressing employee complaints and resolving conflicts.
- Initiates, develops and revises office procedures
- Assists in the development and administration of the department’s annual budget; participates in the forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.
- Supervisory duties in the absence of Clerk/Recorder
  - Approval of timecards, vouchers, and submission to Comptroller’s Office
- Represents the County with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.



### Office Duties

- Enters, maintains, validates, and produces reports on records within various databases. Acts as receptionist and receives and screens visitors and telephone calls and directs the caller to the proper person or personally handles the call; provides information which requires the use of judgment and interpretation of policies, rules and procedures;
- Performs a variety of administrative support duties as required. Operates standard office equipment.
- Organizes, maintains and purges various departmental files.
- Conducts specific projects related to the department or office to which assigned; may obtain and/or provide information from other organizations, summarize such information and prepare recommendations.
- Provides information to the public or to County staff that requires the use of judgment and the interpretation of policies, rules or procedures.
- Proofreads and checks typed and other materials for accuracy, completeness, and compliance with departmental policies and regulations.
- Prepares vouchers for department/employee expenses and provides them to supervisor for approval.
- Processes and balances daily receivables; makes daily/weekly deposit(s) to the Treasurer's Office.

### District Court Specific Duties:

- Oversees the court operations; directs and supervises the work of court staff.
- Appointed by District Court Judge as Jury Commissioner; oversees jury management systems and services.
- Coordinates Court schedule with Judges, Sheriff's Office, attorneys and other county departments to corroborate with the services of the court.
- Reads, researches and interprets new and existing laws affecting the court and implements policies and procedures for new laws; enforces accounting guidelines as mandated by laws and county policies; confers with outside auditor on any exceptions including receipts, deposits and bank statement reconciliations; attends department head meetings and advisory committee meetings.
- Directs and manages functions concerned with administration and operation of the court; oversees technical and statistical reports.
- Files and opens new cases under the Court's jurisdiction; organizes documentation and inputs data into the case management system in accordance with court procedure.
- Takes and transcribes minutes of court proceedings; operates audio and video equipment; administers oaths to witnesses and jury members; Administers and manages digital Hearings.
- Processes criminal records requests; collects payment, processes receipt.
- Schedules hearings and court calendars; issues bench warrants as directed by court; requests documents/information from other agencies; ensures that all files, documents,



evidence and other materials are available and organized prior to the beginning of court session.

#### Recording Specific Duties:

- Performs difficult, complex and technical recordation work; provides advice and technical assistance to staff; reviews work to ensure quality control and correspondence with legal requirements.
- Examines various legal documents for sufficiency, completeness and adherence to laws, codes and recording requirements.
- Performs recordation duties as required; oversees balancing of daily and monthly recording reports.
- Validates indexing and document code accuracy; amends and updates databases as required.
- Record a full range of legal documents including, but not limited to, deeds, trust deeds, contracts of sale, reconveyances; mining documents such as certificate of location and intent to hold, oaths of office, marriage certificates; and review them for originality, accuracy and completeness in accordance with Nevada Revised Statutes and departmental policy prior to recording.
- Calculate and collect appropriate fees and taxes; enter transaction into computer software; obtain receipt for customer.
- Index recorded / scanned documents to create a permanent searchable record; verify and ensure that information is entered correctly; create an accurate computer index necessary to interpret document to index correctly.
- Balance cash drawer and reconcile with the recorded documents to ensure fees have been recorded accurately; complete daily/weekly bank deposit(s) to be delivered to the Treasurer's Office.
- Respond to inquiries and requests for documents by telephone, in person and by mail; provide information; conduct searches; fulfill requests appropriately.
- Issue certification of permission to perform marriages,
- Issue Marriage Licenses; record Marriage Certificates
- File Fictitious Firm Name (FFNs) and maintain a recorded record, issue renewal notices.

#### Election Specific Duties:

- Perform election functions such as voter registration and voter roll maintenance.
- Provide exceptional customer service and support in compliance with federal and state election laws.
- Manage education and training of election workers; assist with the development of training materials.
- Maintains voter database; corresponds with voters to maintain accurate information; utilizes Secretary of State, HAVA, and Automatic Voter Registration Agencies (AVR) reports to improve the accuracy of voter rolls; provides voter registration identification cards; maintains computer files of voting history; Processes NOVA and AVR records.





- Performs record requests of Election database upon request within allotted time outlined in State NRS.
- Assists in Election Setup and take down of Election Equipment at polling sites; maintains and ensures security of all election equipment.
- Performs election-related tasks and specific duties; provides extended hours of service for voter registration and early voting during Primary, General, and special elections; processes voters as they arrive to vote, including signature verification, security of all ballots, transports election equipment and ballots to the Counting Board.

**Commissioner Clerk Specific Duties:**

- Operates recording system and interactive video equipment located in the Board Room.
- Understands and adheres to the Nevada Open Meeting Law and the State ethical standards.
- Files and indexes documents related to the Board of County Commissioners.
- Composes minutes of the Commissioners' meetings.

**Qualifications:** *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required.*

**Education and Experience:** *The knowledge and ability listed may be acquired through different types of education, training and experience. An example of a typical way to acquire the qualifying knowledge and ability is listed below:*

High School diploma/GED; AND three (3) to four (4) years of verifiable court, clerk, recorder, or election services experience as a Deputy Clerk I, II, or III; OR a bachelor's degree in a related field. Equivalent combination of formal education and work experience may be considered. Formal education and work experience for consideration such as two (2) years associate's degree in related field or appropriate related experience and two (2) years of professional experience in related field.

Completion of Essential Management Skills course within 18 months.

One year of supervisory experience preferred

**Required Certificates, Licenses, and Registrations:** *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*

- Notary Public Certification
- Valid Nevada Driver's License



**Required Knowledge and Skills:**

**Knowledge of:** The Nevada Revised Statutes related to Recording, Clerk, District Court, Commission and Elections; office policies, practices and procedures; principals of general supervision and training; budget development and techniques; records systems and computer software used in all departments.

**Skills in:** Performing court, clerk, recorder, election and administrative support duties; Organizing court/meeting activities and recording court/meeting proceedings accurately; Interpreting, applying and explaining applicable codes and regulations; Using applicable office terminology, forms, documents and procedures in the course of the work; Maintaining accurate case and office records and files; Composing correspondence independently or from brief instructions. • Using initiative and independent judgment within established procedural guidelines; Organizing own work, setting priorities and meeting critical deadlines; Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.

**Physical/Mental Demands & Working Environment:** *The physical/mental requirements described herein are repetitive of those that an employee must meet to perform the essential functions of this position successfully.*

Strength, stamina, dexterity, coordination, and vision to use keyboard and video display terminal for long periods of time. Dexterity and coordination to handle files and single pieces of paper. Strength, stamina, and coordination for occasional lifting and pushing of items weighing up to fifty (50) pounds, printers, equipment, files, stacks of paper, reference and other materials; strength, stamina, and coordination for moving from place to place within the office; occasional reaching for items above and below desk level and standing for long periods of time. Ability to appropriately handle stress and interact with others, including supervisors, coworkers, clients, and customers. Periodic contact with angry and upset individuals. Ability to handle frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events. Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise.

*This position description indicates, in general, the nature and levels of work, knowledge, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and applicants who Eureka County has offered employment are encouraged to discuss potential accommodations with the employer.*



**APPROVAL AND ACKNOWLEDGMENT OF RECEIPT**

Designate, Position Held: Chief Deputy Clerk Recorder

Department Head/Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\*Employee: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\*Employee signature acknowledges understanding of the essential functions and requirements of this position. Employee also acknowledges receipt of this position description.



# Hiring Freeze Waiver Justification

The purpose of the Reduction in Labor Force Policy is to reduce the overall labor force of Eureka County when an employee leaves county employment. This helps the County preserve resources while limiting the financial impact on current employees. During this time, departments are tasked with evaluating the need for all open positions and determining what alternatives may be used instead of re-hiring for the position.

In submitting the justification to hire, a department needs to demonstrate the role of the position and the adverse impact the County will suffer if the position is not filled.

The purpose of the Attrition Policy is to ensure that only those positions critical to the County's ongoing operations are filled. Departments are to evaluate their structure and function and evaluate alternatives to re-filling the position. In submitting the justification to fill a vacant position, a

department needs to demonstrate the role of the position in addressing a critical function.

Submissions that contain non-specific language (e.g. "the position is critical to the successful operation of the department" or "the department cannot function without this position") will be returned for additional information. The justification must identify the specific population served by the position and the consequences of not effecting the requested action, to include how the functions would be fulfilled if the request were not approved.

Once completed, forms should be submitted to the County Budget Director. Requests will be reviewed and considered by the Board of County Commissioners. The requesting Department Head or Elected Official will have an opportunity to meet with the Board of County Commissioners to address questions and elaborate on their request.

<b>Department:</b>	Clerk Recorder
<b>Job Title:</b>	Chief Deputy Clerk Recorder
<b>Range:</b>	E12
<b>Requestor/Title:</b>	Kathy Bowling/Clerk Recorder
<b>Signature:</b>	<i>Kathy Bowling</i>
<b>Date:</b>	Sept 17, 2024

<b>Comptroller Office:</b>	Budget Funds
	<input type="checkbox"/> Available <input type="checkbox"/> Not available
Notes: _____	
Signature: _____ Date: _____	

<b>Human Resources Office:</b>	Job description
	<input type="checkbox"/> Has been recently updated <input type="checkbox"/> Needs to be updated
Notes: _____	
Signature: _____ Date: _____	

<b>Board of Eureka County Commissioners Use Only</b>	
Board Meeting Date: <u>9-17-2024</u>	
<input type="checkbox"/> Approved	
<input type="checkbox"/> Denied	
<input type="checkbox"/> Approved with the following conditions: _____	
_____	
<input type="checkbox"/> Other (describe): _____	
_____	
_____	
Board Signature	

<b>To be completed by requestor:</b>	
Why is it critical to retain this position?	Succession planning for the office/Supervisor when Clerk Recorder is not available

NOTE: This Form must be filled out and submitted for the Board's consideration.

Justification for the requested action and description of alternatives that have been evaluated (attach an additional sheet, if necessary):	Budgeted promotional position
What alternatives to immediate hiring have been considered and/or tried, and why do those alternatives not work (attach additional sheet, if necessary)?	Not an additional position to office; promotional position only
Why is it urgent to fill this position immediately?	Employee already meeting the requirements w/o proper compensation
Consequences of not effecting the requested action:	
Action Requested Check appropriate box:	<input type="checkbox"/> Hiring Freeze/Attrition Waiver <input type="checkbox"/> Fill a casual position <input type="checkbox"/> Fill a regular full-time position <input type="checkbox"/> Fill a part-time position
Other: _____	



# EUREKA COUNTY SHERIFF'S OFFICE

*"An Honor to Serve - A Duty to Protect"*

Jesse J. Watts ~ Sheriff-Coroner

Tyler S. Thomas ~ Undersheriff

## Eureka County K9 Contract

### AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ of \_\_\_\_\_, 2024, by and between the Eureka County, hereinafter called "EC," and Jason Flanagan, Transferee, called "Jason Flanagan."

### WITNESSETH:

WHEREAS Jason Flanagan rents the below said K9 to EC for the use in the Eureka County Sheriff's Office Canine Program, the parties here to agree as follows:

1. Jason Flanagan hereby rents, grants and transfers to EC a K9 for use in the Eureka County Sheriff's Office Canine Program described as follows:

Name: Scout                      Sex: Male              Age: Four

Breed: German Sheppard              Weight: 75 Lb.      Color: Black and Brown

2. It is hereby understood that Jason Flanagan receive compensation in the amount of \$ 1.00 dollar for the rental of said K9 above-described animal.
3. EC shall be sole owner of said K9 with full responsibility for feeding, maintenance, training, grooming and veterinary expenses. That the K9 and Jason Flanagan shall strive to complete and obtain all appropriate K9 classifications and licenses to ensure both the K9 and Jason Flanagan are certified and registered authorized K9 officers.
4. In consideration of transfer of ownership of said animal to EC, EC hereby agrees to hold Jason Flanagan free and harmless from any and all liability which EC may suffer as a result of injury to person or property caused by said animal once ownership of the same is transferred to and accepted by EC.
5. It is understood by and between the parties hereto that Jason Flanagan shall have no present or future rights in of said K9 once transfer of ownership takes place except for those specified in paragraph 6 below.
6. It is understood by Jason Flanagan and EC that at any such time that Jason Flanagan or said K9 ceases to have an affiliation with the Eureka County Sheriff's Office Canine Program, that ownership and responsibility reverts to Jason Flanagan.
7. It is hereby understood that EC receive compensation in the amount of \$ 1.00 dollar for the transfer of said described K9.



# **EUREKA COUNTY SHERIFF'S OFFICE**

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*"An Honor to Serve - A Duty to Protect"*

**Jesse J. Watts ~ Sheriff-Coroner**

**Tyler S. Thomas ~ Undersheriff**

## **Eureka County K9 Contract**

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\_\_\_\_\_  
Chairman: Rich McKay

\_\_\_\_\_  
Sheriff: Jesse Watts

\_\_\_\_\_  
Vice Chairman: Martin Plaskett

\_\_\_\_\_  
Jason Flanagan

\_\_\_\_\_  
Member: Mike Schoenwald

\_\_\_\_\_  
Attest: Kathy Bowling, Clerk

Eureka County Sheriff's Office Mobile ICP

2025 Wells Cargo 8.5' x 24' Enclosed Office Trailer

Purchase price of \$22,870.80 from Young Truck and Trailer

Tandem Axle enclosed trailer with AC and Heating.

Incident Command Post needs to be workable temperatures to sustain around the clock operations during both cold and hot seasons to minimize workplace hazards.



Rear enclosed area will be equipped with a white board for operation planning roughly 48"x36" approximately \$60.

Commonly used office supplies will be inside the trailer as well. Chairs, table, and standard office equipment.

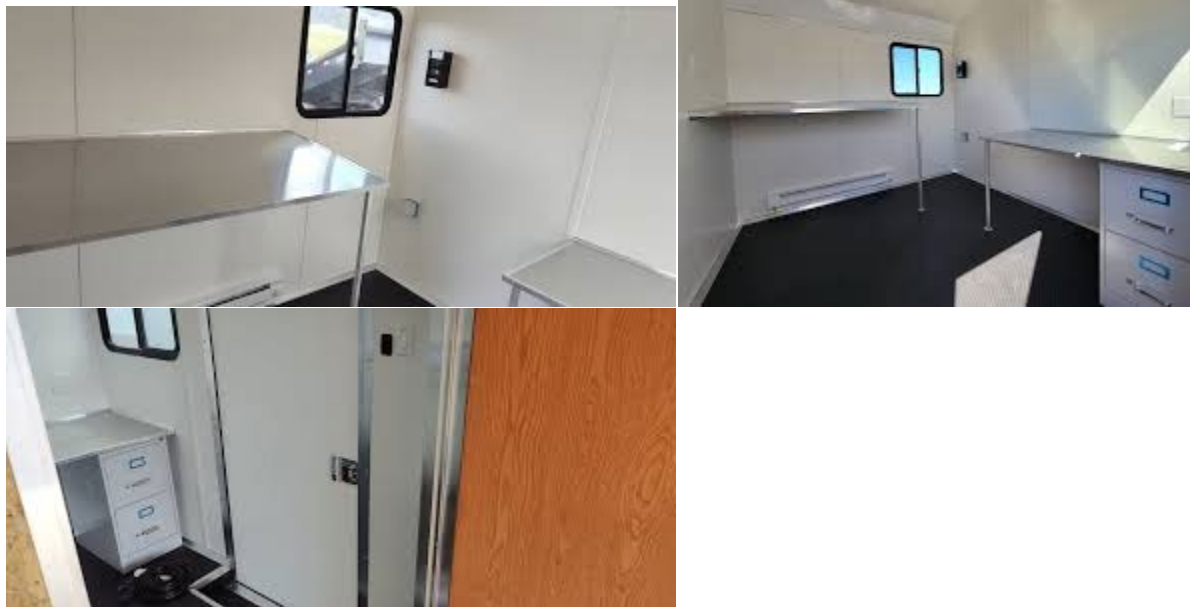




Trailer will be equipped with roughly 2 - 4 TVs, cost efficient flat screens for connecting to enhance computer screen size, drone operation, and additional incident command features.

Computers being used will be mobile MDTs that are assigned to each Deputy (already in operation). They will be connected using HDMI cables. (NO IT installation required.) Not an additional purchase. Standard surge protectors will be used on electronics for protection.

A vehicle type radio (already purchased) will be installed in office area to accommodate dispatch features. This will be connected to a removable magnetic vehicle antenna similar to vehicle mounted units.



The only additional items needed to be purchased are the following.

Duel Fuel Generator approximately \$1,000.00 - \$1,500.00

Small solar panel battery maintainer approximately \$100.00

\*\*We currently have majority of the items that will be going into the trailer therefore cutting the cost of purchasing additional. By upgrading to this trailer we will eliminate the cost of servicing and maintaining the old ambulance we currently have. It will be a fully functional dispatch that can be used anywhere in the county.

\*Current purchase price \$22,870.80 includes, Doc Fee, spare tire, weight distribution hitch, and lock pin.



**From:** [Tracey Mellard](#)  
**To:** [Kathy Bowling](#); [CountyCommission@eurekacounty.gov](mailto:CountyCommission@eurekacounty.gov)  
**Subject:** [EXTERNAL] Eureka County BOCC Agenda Request  
**Date:** Friday, September 6, 2024 1:30:06 PM

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**CAUTION: This Message originated outside your organization.**

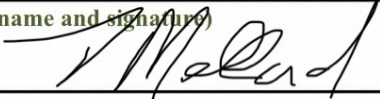
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## EUREKA COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REQUEST FORM

The Eureka County Board of Commissioners meets the first and third Tuesday of each month beginning at 9:30 a.m. Requests for an agenda item must be submitted seven calendar days prior to the meeting.

- NOTE: Content of the Board's agenda is subject to approval by the Chairman.
- Topics may be limited to those that are relevant to, or within the authority of, the County Commission.
- Completing this form does not guarantee that the requested item will appear on the published agenda.

1. Person or Organization requesting agenda item: (Printed name and signature)  
Friends of CVVFD; Tracey Mellard; 

2. Contact Information (email address, telephone, mailing address):  
traceymellard@yahoo.com; 775.455.7395; HC66 Box 5-4 Beowawe NV 89821

3. Date of Commission meeting for which you are making this request:  
September 17, 2024

4. Agenda Item: Request for CV Community Center, Cook Shack, and Grounds fee to be  
Waived for CV Halloween Event on Oct. 31, 2024, 6:00 pm to 10:00 pm.

5. Select one:  FOR POSSIBLE ACTION  FOR DISCUSSION ONLY  
For ACTION items, please describe the specific action you are requesting from the Board:  
To waive the fees to rent/reserve CV Community Center, Cook Shack and Fair Grounds.

6. List any supporting materials and attach copies to this request form:  
See Flyer

7. Provide any additional information that may be helpful in relation to your agenda request:

Return completed form to:  
Eureka County Clerk Recorder  
Katherine J. Bowling  
10 S. Main St./PO Box 540  
Eureka, NV 89316  
(775) 237-5263  
[CountyCommission@eurekacountynv.gov](mailto:CountyCommission@eurekacountynv.gov)



# Crescent Valley Halloween Party 2024

## Budget

<b>Item Needed</b>	<b>Estimated Cost</b>	<b>Actual Cost</b>
<b>Decorations</b>	<b>400.00</b>	
<b>DJ (Music)</b>	<b>500.00</b>	
<b>Food</b>	<b>700.00</b>	
<b>Insurance (for Event)</b>	<b>145.00</b>	
<b>Prizes</b>	<b>380.00</b>	
<b>Supplies</b>	<b>100.00</b>	
<b>Total</b>	<b>\$2,225.00</b>	

# Eureka County Commissioner Donation Request Form

Date: 09-09-2024 Date of Event: 10-31-2024

Name of Event: Crescent Valley VFD Halloween Party

Person or Organization receiving the Check: Friends of CVVFD

Phone: 775.455.7395 Mailing Address: 5065 Tenabo Ave  
Crescent Valley, NV 89821

Donation Request Purpose: To help paid for the of having a community event.

Amount Needed for the Event: \$ 2,250 Amount Requested: \$ 1,500

*(Must include detailed event budget with Request Form)*

Describe Who/What will benefit from the donation: The community of Crescent Valley. This event will give the children a safe place to celebrate Halloween. It has the opportunity to bring the community together to have a fun event together.

Please describe any other donations already received: NGM

Signed:  Title: President

Print Name: Tracey Mellard

Please submit this completed form to the Clerk Recorder's office either in person or via email ([CountyCommission@eurekacountynv.gov](mailto:CountyCommission@eurekacountynv.gov)) **five days prior to the Commission meeting**.

**Please include the donation request and the detailed budget information.**

**Within 60 days after the event all receipts must be turned into the Comptroller's Office and all unused funds must be reimbursed to Eureka County.**

**From:** [Tracey Mellard](#)  
**To:** [Kathy Bowling](#)  
**Subject:** [EXTERNAL] EC BOCC Agenda request 2  
**Date:** Friday, September 6, 2024 1:36:06 PM

**CAUTION: This Message originated outside your organization.**

Sorry forgot to attach the flyer that would go with my agenda request for the 17th of September.



Truckin'  
Water



[Sent from Yahoo Mail for iPhone](#)

**EUREKA COUNTY  
DEPARTMENT OF PUBLIC WORKS  
& EMERGENCY MANAGEMENT**  
PO Box 714  
701 South Main Street  
Eureka, Nevada 89316

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**REQUEST FOR PROPOSALS  
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN  
FOR EUREKA COUNTY, WHITE PINE COUNTY, AND ELY SHOSHONE TRIBE**

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RFP RELEASE DATE: September 18, 2024

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**1. INTRODUCTION / SEEKING PROPOSALS**

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Eureka County Department of Public Works and Emergency Management, on behalf of Eureka County, White Pine County, and Ely Shoshone Tribe (“Regional Partners”), is seeking professional services of a qualified and experienced consultant or consulting firm to submit a proposal for update of the MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN FOR EUREKA COUNTY, WHITE PINE COUNTY, AND ELY SHOSHONE TRIBE.

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**2. GRANT INFORMATION / BACKGROUND**

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Eureka County is a subrecipient of funding awarded to the Nevada Division of Emergency Management (NDEM) from the Federal Fiscal Year 2022 Building Resilient Infrastructure and Communities (BRIC) Program as part of the Hazard Mitigation Assistance (HMA) Program administered by Federal Emergency Management Agency (FEMA). Primary funding for the work is provided through this grant award. As the grant subrecipient, Eureka County Department of Public Works & Emergency Management will administer the grant, grant funds, and resulting contract. The subrecipient award period is March 28, 2024, through March 28, 2027.

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**3. PROJECT DELIVERABLE**

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Project deliverable is a Multi-Jurisdictional Hazard Mitigation Plan that is in accordance with the current FEMA Local Mitigation Planning Policy Guide, meets the requirements of Title 44 Code of Federal Regulations (CFR) §201.6 (Local Mitigation Plans) and §201.7 (Tribal Mitigation Plans), is approved by Nevada Division of Emergency Management, receives final approval from FEMA, and is adopted by each jurisdiction prior to March 28, 2027, the end of the subrecipient award/performance period.



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#### 4. DEFINITIONS & ACRONYMS

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For the purposes of this RFP, the following terms shall have the following meanings:

- **“County”** – shall mean Eureka County as the entity taking the lead on securing a contractor for update of the Multi-Jurisdictional Hazard Mitigation Plan
- **“Consultant”** – proposer, bidder, respondent, potential independent contractor (may be an individual or a firm)
- **“FEMA”** - Federal Emergency Management Agency
- **“HMP”** and **“MJHMP”** – Hazard Mitigation Plan and Multi-Jurisdictional Hazard Mitigation Plan (*used interchangeably in the RFP*)
- **“NDEM”** – Nevada Division of Emergency Management
- **“Planning Team”** – Hazard Mitigation Planning Team
- **“Regional Partners”** – Eureka County, White Pine County, and Ely Shoshone Tribe
- **“RFP”** – Request for Proposals

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#### 5. PROPOSAL DEADLINE

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Deadline: Proposals must be received by 1:00 p.m. (PST) on October 21, 2024. Submit proposals (2 hard copies) to Eureka County Public Works at the address listed above. To ensure consideration, the proposal shall be enclosed and sealed in an envelope marked “MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.” Proposals may be delivered by mail, courier service (FedEx, UPS), or in person.

##### RFP Submittal & Anticipated Award Timeline

- September 18, 2024 – RFP release date
- October 4, 2024, 10:00 a.m. – Deadline for questions/requests for clarification
- October 21, 2024, 1:00 p.m. – RFP response/proposal deadline
- October 21, 2024, 1:00 p.m. – Proposals opened in Eureka County Public Works office
- October 22<sup>nd</sup> - November 7<sup>th</sup> – Schedule interviews with top-ranked candidates
- November 15, 2024 – Eureka County Board of Commissioners will consider award

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#### 6. QUESTIONS / REQUESTS FOR CLARIFICATION

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All questions and requests for clarification regarding this RFP shall be directed in writing to the **County’s point of contact** listed below. All questions must be received by 10:00 a.m. (PST) on October 4, 2024, to be considered.

Eureka County Public Works & Emergency Management  
Jeb Rowley, Director  
PO Box 714 / 701 South Main Street  
Eureka, Nevada 89316  
[PublicWorks@EurekaCountyNV.gov](mailto:PublicWorks@EurekaCountyNV.gov)  
(775) 237-5372

Written responses to inquiries will be provided to all bidders/proposers unless proprietary information is contained.

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## **7. PROPOSAL OPENING AND REVIEW**

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Proposals will be opened at 1:00 p.m. (PST) on October 21, 2024, at the Eureka County Public Works Office located at 701 South Main Street in Eureka. RFP responders are welcome to attend for observation purposes only.

Proposals will be reviewed by the Selection Committee and, based on the Committee's findings, interviews will be scheduled with the top-ranked candidates. Interviews will be conducted between October 22 and November 7, 2024.

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## **8. FINAL SELECTION OF CONSULTANT / CONTRACTOR**

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Final selection and award of the project will be made by the Eureka County Board of Commissioners during the meeting scheduled for November 15, 2024, in the Commission Chambers of the County Courthouse located at 10 South Main Street, Eureka, Nevada.

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## **9. SCOPE OF WORK**

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### **9.1 TASK ELEMENT #1 – PLANNING, RESOURCE ASSESSMENT & OUTREACH**

The Consultant's primary objective for this task element is to develop the plan strategy, define the planning area, assemble the Hazard Mitigation Planning Team, identify all participating jurisdictions, and develop a public outreach strategy that will be utilized throughout the facilitated planning effort.

- Identify a Hazard Mitigation Planning Team consisting of the following:
  - Key personnel within Eureka County
  - Team members from partnering jurisdictions
  - Team members from partner organizations if available
- Coordinate with Eureka County Public Works/Emergency Management Director when organizing personnel for the Planning Team.
- Prepare, organize, and maintain documentation that memorializes the entire planning process, informs the public and stakeholders of the overall approach, and serves as a permanent record of the plan's development, public involvement, and decisions made.
- Conform to the statutory requirements of the Code of Federal Regulations 44 CFR §201.6 and §201.7, and FEMA requirements set forth in the Local Mitigation Planning Policy Guide, the Tribal Mitigation Plan Review Guide, and the Community Rating System (CRS) program.

- Facilitate an initial meeting to confirm and seek concurrence on the purpose of the Multi-Jurisdictional Hazard Mitigation Plan, including refining the scope, timeline, and schedule for completion.

## 9.2 TASK ELEMENT #2 – COMMUNITY CAPABILITIES & RISK ASSESSMENT

### Community Capabilities

The Consultant will compile and review existing plans, policies, reports, studies, and data available from local, state, and federal sources. Consultant will interview local departments and agencies, and work with the Planning Team to identify and document all capabilities currently in place within the jurisdictions of the Regional Partners.

Identify and document current authorities, programs, staffing, funding, and other resources in place or available to accomplish mitigation and reduce vulnerability.

Identify and document existing infrastructure, such as flood controls, that either positively or negatively impact vulnerability to disaster.

Review and describe participation in the National Flood Insurance Program (NFIP) and its floodplain management program and if and how the Regional Partners comply with NFIP requirements.

Develop strategies to expand upon and/or improve existing policies and programs.

### Risk Assessment and Vulnerability Analysis

The objective of this task is to identify and prioritize potential hazards and risks to the people, economy, as well as natural and constructed environments of the region occupied by the Regional Partners. Develop an overall assessment of vulnerabilities and potential impact of each identified hazard. Utilizing various resources, compile an accurate inventory of the types and numbers of buildings, infrastructure, and critical facilities that may be vulnerable to each of the identified potential hazards. Consultant will:

- Identify and evaluate vulnerable assets and estimate loss potential.
- Describe natural, technological, and/or human caused hazards that have potential to affect assets of the jurisdictions for each Regional Partner.
- For each hazard affecting the planning area, prepare a description of geographic location, extent, previous occurrences, and probability of future events.
- Identify underserved and vulnerable populations; define how they are included in the local planning processes.
- Prepare and provide an overall summary of each hazard profile and its impact on its respective community.
- Identify addresses of NFIP insured structures and any known occurrence of flood damage.
- Review existing studies, reports, and plans related to historical disasters and document disaster declaration history.
- Utilize appropriate software and programs to generate vulnerability assessments for

earthquake and flood hazards.

- Develop a parcel-level inventory of vulnerable structures.
- Document the analysis and findings from this task element in a manner and format that planners, policy makers, and community members can easily decipher. Technical data and output relevant to the risk assessment may be included in appendices.
- Include graphics and generate Geographic Information System (GIS) based maps that will illustrate the extent and location of each hazard, as well as other available information, within the defined planning area.

### 9.3 TASK ELEMENT #3 – DEVELOP MITIGATION ACTIONS & STRATEGY

The objective of this task is to develop a mitigation strategy and specific mitigation actions to address each of the identified hazards for each jurisdiction with the goal of reducing or avoiding long-term vulnerabilities. Under this task, Consultant will identify mitigation goals, mitigation actions, and develop a mitigation action plan. Mitigation actions will be prioritized based on several criteria, including a planning level Benefit-Cost Analysis. Under this task, Consultant will:

- Identify mitigation goals that define what long-term outcomes the jurisdictions want to achieve with this plan.
- Identify specific mitigation actions, projects, activities, policies, and processes, or programs recommended to reduce or eliminate the impacts of the identified hazards.
- To the extent that appropriate data and information is available, prepare a cost estimate based on a defined comparative cost scale as a basis to compare and prioritize mitigation actions.
- Identify how each mitigation action will be implemented, including who is responsible for various actions, funding mechanisms, timeframe for implementation, and implementation priorities.
- Identify those mitigation actions for which there is no current or planned funding mechanism.
- Describe the status of any mitigation actions defined in the current Hazard Mitigation Plan as “completed” or “not completed.” For “not completed” actions, indicate if those are included in the new HMP.
- Prepare a matrix that summarizes mitigation actions, priority, responsible parties, funding mechanisms, benefit/cost, and technical feasibility.

### 9.4 TASK ELEMENT #4 – PREPARE DRAFT MAZARD MITIGATION PLAN

The principal objective of the entire scope, and specifically this task, is to compile and submit an updated comprehensive Multi-Jurisdictional Hazard Mitigation Plan that meets the criteria of and obtains approval from NDEM and FEMA Region IX. Under this task the Consultant, working with the Planning Team, will assemble the plan utilizing all data generated in Task Elements 1 through 3.

The Consultant will ensure that each required component is included in the plan in accordance

with the FEMA Local Mitigation Planning Policy Guide, including plan maintenance procedures for scheduled monitoring, evaluating, and updating the plan. Consultant will ensure that the plan complies with the requirements of 44 CFR §201.6 (Local Mitigation Plans) and 44 CFR §201.7 (Tribal Mitigation Plans).

The anticipated plan review and adoption process is as follows:

- Submit an Administrative Draft of the MJHMP to the Planning Team for review and comment.
- Collaborate and incorporate comments from the Planning Team and prepare and publish a Public Review Draft. Conduct outreach to agencies, communities, stakeholders, and the public for comments and input. Public review comments shall be incorporated into an Appendix of the final MJHMP.
- Incorporate public review comments and submit the resulting draft MJHMP to NDEM for review and comment.
- Incorporate comments and input from NDEM and submit resulting draft MJHMP to FEMA for final approval.
- Collaborate and incorporate comments from FEMA and prepare a final MJHMP for adoption by the governing board for each jurisdiction.
- Under this task, the Consultant is responsible for ensuring the plan and the planning process is completed to the satisfaction of, and in accordance with, the criteria established by FEMA. Should the MJHMP not receive NDEM and/or FEMA approval, the Consultant is responsible to perform and oversee all necessary revisions to finalize the MJHMP to the satisfaction of FEMA.

#### 9.5 TASK ELEMENT #5 – PROJECT MANAGEMENT

Consultant shall identify a Project Manager for this project. This individual shall coordinate with the County's Project Manager and oversee management of the entire project, administer all instructions from the Planning Team, NDEM, and/or FEMA, and answer or obtain answers to all questions from the Planning Team, NDEM, and/or FEMA during and after the work. Specific project management tasks will include:

- Identify mitigation goals that define what long-term outcomes the jurisdictions want to achieve with this plan.
- Develop and maintain a critical path method schedule for the project. Update project schedule monthly, or more often if needed.
- Prepare monthly progress reports to be submitted with payment invoices describing work progress and indicating percentage of work completed and percentage of budget expended.
- Assist County's Project Manager in preparing monthly progress reports and quarterly reports for submission to NDEM.

## 9.6 REQUIRED MEETINGS

The mitigation planning process includes a series of meetings and work sessions, and this will be multiplied due to the multi-jurisdictional nature of the plan. The successful Consultant must be willing to travel to each jurisdiction multiple times as required for planning sessions and public meetings.

The Consultant will be responsible for ensuring that agendas/minutes are completed and that meetings are conducted in compliance with Open Meeting Law (NRS 241). This task may be coordinated with staff located in each jurisdiction.

At a minimum, the Consultant should anticipate planning and facilitating the following meetings (meetings should be conducted in person, unless otherwise stated):

- Kick-off meeting
- Introductory meetings – presentation to the governing body of each jurisdiction describing the HMP drafting process, with an emphasis on opportunities for public input and participation
- Regular Planning Team meetings, monthly or more often as needed (in person or virtual)
- Initial public outreach workshops – minimum of four (4) meetings, as follows:
  - Eureka – 1
  - Crescent Valley – 1
  - Ely area – 2 (one location selected by White Pine Commission; one location selected by Ely Shoshone Tribe)
- Public outreach workshops to invite comments and input related to the Public Draft MJHMP (same locations as initial public workshops)

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## 10. MINIMUM QUALIFICATIONS

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The successful Consultant must meet the following minimum qualifications:

- Documented experience in Hazard Mitigation Plan preparation.
- Current knowledge of FEMA State and Local Mitigation Planning guidance.
- Ability to work collaboratively and communicate effectively with multiple jurisdictions and stakeholders throughout the region.
- Experience in facilitating meetings and helping diverse groups with divergent points of view and perspectives to reach consensus to produce a comprehensive plan.
- Exemplary writing skills and the ability to deliver coherent, professional developed, timely reports.
- Willingness to travel to the applicable jurisdictions as required for planning sessions and public meetings.

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## **11. PROPOSAL REQUIREMENTS**

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Proposals shall contain the following information:

- **Cover page:**  
Proposal should include a title page showing the RFP subject, name of Consultant (or firm), address, telephone number, and email of contact person.
- **Project Experience:**  
Evidence of experience in the mitigation planning field and description of work on up to three (3) relevant projects similar in scope.
- **Project Team:** Summary of qualifications and experience of each team member assigned to the project, including commitment to and availability for the project.
- **Project Approach:**  
Provide a narrative of capacity and approach to the successful implementation of this project. Include brief description of methodologies you believe are essential to accomplish the required tasks, along with a proposed timeline and schedule for completion.
- **Cost Proposal:**  
Provide estimated number of hours, hourly rates, and total estimated cost.

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## **12. INSURANCE REQUIREMENTS**

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The Consultant shall maintain coverage and limits of no less than \$1 million general liability insurance (combined single limit per occurrence); \$500,000.00 in automobile liability (combined single limit per occurrence); \$1 million in professional errors and omissions (policy aggregate); and workers compensation coverage in the required amount for employees engaged in the project.

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## **13. DEBARMENT AND SUSPENSION**

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By submittal of a proposal, the Consultant acknowledges that they (or their firm) have not been debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

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## **14. WITHDRAWAL OF PROPOSAL**

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Proposals may be withdrawn at any time upon written notice to the County’s point of contact identified in Section 6 of this RFP.

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## **15. PROPOSAL REVIEW & EVALUATION**

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Proposals will be evaluated and scored by a Selection Committee utilizing the following criteria (100 total points possible):

- Project Experience (Maximum 20 points). Length of time in business and demonstrated relevant experience, particularly with projects having similar features that pose unique challenges (i.e. rural jurisdictions, lower populations, large geographic expanses).
- Project Team (Maximum 15 points). Individual's or firm's knowledge, skills, and abilities to perform the specifications of the RFP, including experience in comparable tasks.
- Communication (Maximum 10 points). Ability to effectively communicate with staff from multiple jurisdictions and work with all involved parties as a team.
- Project Approach (Maximum 20 points). Evaluation of how the proposer will approach the task of initiating and fully implementing the project in a manner that demonstrates knowledge of the characteristics, conditions, and circumstances of the region.
- Availability (Maximum 15 points). Availability to the overall project, including the ability to collaborate with multiple jurisdictions that span a large geographic area.
- Cost Proposal (Maximum 20 points). Verification of cost/pricing data and evaluation of individual cost elements.

The Selection Committee reserves the right, where it may serve the best interests of the Regional Partners, to request additional information or clarification from any consultant submitting a proposal.

The proposals/consultants will be ranked and an agreement shall be negotiated following the selection of the most qualified candidate. If an acceptable agreement cannot be reached with the highest ranked candidate, the County shall proceed to negotiate with the next highest ranked applicant and so on until an acceptable agreement is negotiated.

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## **16. RIGHT TO REJECT PROPOSALS**

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The County reserves the right to accept or reject any or all proposals, based on recommendation of the Selection Committee, and reserves the right to negotiate with the selected Consultant to modify elements or portions of the proposal submitted in response to this RFP.

\* \* \* END OF DOCUMENT \* \* \*





## EUREKA COUNTY PUBLIC WORKS

PO Box 537, 701 South Main Street, Eureka, Nevada 89316  
Phone: (775) 237-5372 · Fax: (775) 522-0909 · www.co.eureka.nv.us

### Eureka County - New Water Installation

**Application for:** Water  and/or Sewer

**Class:** Residential  Commercial ( ) Other \_\_\_\_\_

**WATER METER SIZE:** 3/4 inch.

**DATE:** 8-26-2024

**APPLICANT NAME:** DAVID BROWN

**APPLICANT SIGNATURE:** [Signature]

**PHONE NUMBER:** 775-848-5446

**EMAIL ADDRESS:** d.v.wilbro@gmail.com

**MAILING ADDRESS:** 702 SYCAMORE DR. FALLON NV 89406

**LOCATION TO BE SERVED:** 480 N06 HILL AV. Eureka NV 89316

**ASSESSOR PARCEL NUMBER:** 001-031-11

**LEGAL OWNER OF PROPERTY:** DAVID BROWN

**OWNER'S MAILING ADDRESS:** 702 SYCAMORE DR. FALLON NV 89406

**BILLS WILL BE MAILED TO:**

**NAME:** DAVID BROWN

(Print Name)

**ADDRESS:** 702 SYCAMORE DR. FALLON NV- 89406

**DATE SERVICE DESIRED:** 9-15-2024

**CONTRACTOR INSTALLING SERVICE ON PREMISES:**

SELF

**YOU WILL NEED:**

- PROOF OF OWNERSHIP OF PROPERTY

This application is merely a written request for service and does not bind the application to take service for any period of time nor does it bind the department to serve except under reasonable conditions. **ALL**

**SERVICE FEES MUST BE PAID IN FULL PRIOR TO INSTALLATION.**



NOB HILL AVENUE (1)

A.P.N.: 001-031-11

R.P.T.T.: 89.70

**WHEN RECORDED MAIL TO and  
MAIL TAX STATEMENTS TO:  
David Brown and Eileen R. Brown  
702 Sycamore Drive  
Fallon, NV 89406**

EUREKA COUNTY, NV **2024-253010**  
RPTT:\$89.70 Rec:\$37.00  
\$126.70 Pgs=3 **08/23/2024 11:28 AM**  
LANDMARK TITLE ASSURANCE AGENCY OF  
KATHERINE J. BOWLING, CLERK RECORDER

## **GRANT, BARGAIN, SALE DEED**

THE INDENTURE WITNESSETH: That Anthony J. Tognoni, Successor Trustee of Angelo Tognoni and Emelia Tognoni Trust dated August 7, 2002

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and

Convey to David Brown and Eileen R. Brown, husband and wife, as joint tenants

all that real property situated in Eureka County, State of Nevada, bounded and described as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS  
EXHIBIT "A"**

COMMONLY KNOWN ADDRESS:  
480 Nob Hill Avenue  
Eureka, NV 89316

- SUBJECT TO: 1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any:  
2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements now of record.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Angelo Tognoni and Emelia Tognoni Trust dated August 7, 2002

By: Anthony J. Tognoni  
Anthony J. Tognoni, Successor Trustee

STATE OF NEVADA  
COUNTY OF ~~Elko~~ Eureka

This instrument was acknowledged before me on this 19<sup>th</sup> day of August, 2024,

by Anthony J. Tognoni

Diane D. Podborny  
Signature of notarial officer



My Commission Expires: Dec 31, 2024

**EXHIBIT A**

**APN: 001-031-11**

**Parcel A of the Parcel Map for Angelo C. and Emilia S. Tognoni of a division of a part of Lot 20, Block 78, Eureka Townsite, Town of Eureka, Eureka County, Nevada, filed on June 20, 1997 in the Office of the County Recorder of Eureka County, Nevada.**

**APN: 001-031-11**

**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

- 1. Assessor Parcel Number(s)
- a) 001-031-11
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

- 2. Type of Property:
- a)  Vacant Land
- b)  Sgl. Fam. Residence
- c)  Condo/twnhse
- d)  2-4 Plex
- e)  Apt. Bldg.
- f)  Comm'l/Ind'l
- g)  Agricultural
- h)  Mobile Home
- Other: \_\_\_\_\_

<b>FOR RECORDER'S OPTIONAL USE ONLY</b>	
Document/Instrument No.:	_____
Book _____	Page _____
Date of Recording:	_____
Notes:	_____

- 3. a. Total Value/Sale Price of Property: \$23,000.00
- b. Deed in Lieu of Foreclosure Only (value of property) \$
- c. Transfer Tax Value: \$23,000.00
- d. Real Property Transfer Tax Due: \$89.70

- 4. **IF EXEMPTION CLAIMED:**
- a. Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_
- b. Explain Reason for Exemption: \_\_\_\_\_
- 5. Partial Interest: Percentage Being Transferred: 100.00%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: *[Signature]* Signed by: \_\_\_\_\_ Capacity: Grantor

Signature: *[Signature]* Capacity: Grantee

**SELLER (GRANTOR) INFORMATION  
(REQUIRED)**

**BUYER (GRANTEE) INFORMATION  
(REQUIRED)**

Anthony J. Tognoni, Successor Trustee  
of Angelo Tognoni and Emelia Tognoni

Print Name: Trust dated August 7, 2002

Address: 150 N Monroe St

City: Eureka

State: NV Zip: 89310

Print Name: David Brown

Address: 702 Sycamore Dr

City: Rallon

State: NV Zip: 89400

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**

Print Name: Landmark Title Assurance Agency of Nevada Esc. #: 24-6722-RJ

Address: 455 8th Street

City: Elko State: NV Zip: 89801

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Ph: 510-839-5111  
TF: 800-443-3556  
Fax: 510-839-5325  
[oaksales@lncurtis.com](mailto:oaksales@lncurtis.com)  
UEI#: DDLSADSWN7U7



Pacific North Division  
6723 Sierra Court, Suite C  
Dublin, CA 94568  
[www.LNCurtis.com](http://www.LNCurtis.com)

# Quotation

**CUSTOMER:**

Eureka County  
PO Box 714  
Eureka NV 89316

**SHIP TO:**

Eureka County  
EUREKA VFD  
701 South Main Street  
Eureka NV 89316

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
310238	07/26/2024	08/25/2024

SALESPERSON	CUSTOMER SERVICE REP
Nicolai Caviglia <a href="mailto:ncaviglia@lncurtis.com">ncaviglia@lncurtis.com</a> 775-721-7678	Dan Bria <a href="mailto:dbria@lncurtis.com">dbria@lncurtis.com</a> 775-721-7678

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	JEB ROWLEY	C30372	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
DEST	Standard Shipping	

### NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

**Safety Warning Notice:** Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

Transportation is included in below pricing.

Ph: 510-839-5111  
 TF: 800-443-3556  
 Fax: 510-839-5325  
[oaksales@lncurtis.com](mailto:oaksales@lncurtis.com)  
 UEI#: DDL SADS WN7U7

# CURTIS

TOOLS FOR HEROES

Pacific North Division  
 6723 Sierra Court, Suite C  
 Dublin, CA 94568  
[www.LNCurtis.com](http://www.LNCurtis.com)

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	10	EA	A- G1FS-444MA2C2L AR MSA	G1 4500# SCBA, With: * CGA Quick Connect Remote Connection * Serviceable Tunnel With Chest Strap Harness * Metal Band Cradle * Adjustable Swiveling Lumber Pad * Solid Cover Left Shoulder Regular Type * Continuous Regulator Hose * Extendaire II Emer Breathing Support * Left Chest Speaker Module * Pass Right Shoulder * Rechargeable Battery  WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$6,795.00	\$67,950.00
2	20	EA	10175708 MSA	45Min 4500# G1 SCBA Low Profile Cylinder, With Air, With Quick Connect Remote Connection		\$1,165.00	\$23,300.00
3	10	EA	10156459 MSA	Medium G1 Facepiece With Medium Nosecup, Includes: * 4-Point Adjustable Cloth Head Harness * Fixed Push-To-Connect Regulator Connection * Ato Number: A-G1Fp-Fm1M401  WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$369.00	\$3,690.00
4	2	EA	10158385 MSA	G1 SCBA Charging Station Kit		\$785.00	\$1,570.00
5	10	EA	10148741-SP MSA	Battery Pack, G1, Rechargeable		\$395.00	\$3,950.00



Ph: 510-839-5111  
 TF: 800-443-3556  
 Fax: 510-839-5325  
[oaksales@lncurtis.com](mailto:oaksales@lncurtis.com)  
 UEI#: DDLSADSWN7U7



Pacific North Division  
 6723 Sierra Court, Suite C  
 Dublin, CA 94568  
[www.LNCurtis.com](http://www.LNCurtis.com)

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
6	2	EA	10149700-SP MSA	4500/5500 Quick Connect Coupling		\$425.00	\$850.00
7	2	EA	96-347-1SS BLUE SPARTAN	CGA 347 Male X MSA Female to Connect to MSA Adapter	OM	\$80.00	\$160.00
8	2	EA	96-347-1SS- MSAQC-CW BLUE SPARTAN	Copper Washer	OM	\$3.07	\$6.14

Small Business  
 CAGE Code: 5E720  
 SIC Code: 5099  
 Federal Tax ID: 94-1214350  
 UEI #DDLSADSWN7U7

This pricing remains firm until 08/25/2024. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

<b>Subtotal</b>	\$101,476.14
<b>Estimated Tax Total</b>	\$0.00
<b>Transportation</b>	\$0.00
<b>Total</b>	\$101,476.14

[View Terms of Sale and Return Policy](#)

## Bureau of Land Management releases proposed Western Solar Plan

*Updated planning effort will guide additional solar energy development on public lands*

### Media Contact:

BLM Press

[BLM\\_Press@blm.gov](mailto:BLM_Press@blm.gov)

Aug 29, 2024

**WASHINGTON** — The Bureau of Land Management (BLM) today announced its [proposed roadmap](#) for solar energy development on public lands, designed to expand efficient and environmentally responsible solar project permitting on public lands across the West. Today’s release of the Final Utility-Scale Solar Energy Programmatic Environmental Impact Statement and Proposed Resource Management Plan Amendments (also known as the proposed updated Western Solar Plan), comes as the Biden-Harris administration releases new data to demonstrate how it has [improved federal permitting processes](#) to help deliver more projects, more efficiently, across the United States.

The proposed Western Solar Plan builds on President Biden’s Investing in America agenda, which is working to transition the nation to clean energy, lower energy costs for consumers, create good-paying union jobs, tackle the climate crisis, and advance clean air and environmental justice priorities, with the goal of achieving a 100-percent clean electricity grid by 2035. Earlier this year, BLM [surpassed the goal](#) of permitting more than 25 gigawatts of clean energy projects on public lands, and the updated Western Solar Plan will support continued progress on responsible permitting.

“The updated Western Solar Plan will help build modern, resilient energy infrastructure that creates a strong clean energy economy and protects our communities from the worsening impacts of climate change,” said **Principal Deputy Assistant Secretary for Land and Minerals Management Dr. Steve Feldgus**. “Through extensive planning and collaboration, we’re not only protecting our public lands but also ensuring that permitting for solar projects moves faster and more efficiently, avoiding conflicts and striking the right balance as we advance clean energy and safeguard the environment.”

Developed with substantial public input, the proposed updated [Western Solar Plan](#) will guide BLM’s management of solar energy proposals and projects on public lands. It would make over 31 million acres of public lands across 11 western states available for potential solar development, driving development closer to transmission lines or on previously disturbed lands and avoiding protected lands, sensitive cultural resources and important wildlife habitat.

Steering project proposals away from areas where they may conflict with other resources or uses will help ensure responsible development, speed the permitting process, and provide greater predictability to the solar energy industry. The plan updates and expands the original 2012 Western Solar Plan in order to reflect changes in technology and meet the higher demand for solar energy development. This plan analyzes five additional western states (Idaho, Montana, Oregon, Washington, and Wyoming), in addition to the six states analyzed in the original plan.

“The updated Western Solar Plan is a responsible, pragmatic strategy for developing solar energy on our nation’s public lands that supports national clean energy goals and long-term national energy security,” said **BLM Director Tracy Stone-Manning**. “It will drive responsible solar development to locations with fewer potential conflicts while helping the nation transition to a clean energy economy, furthering the BLM’s mission to sustain the health, diversity, and productivity of public lands for the use and enjoyment of present and future generations.”

No solar developments are authorized through this planning effort; proposed projects will still undergo site-specific environmental review and public comment. This Final Utility-Scale Solar Energy Programmatic Environmental Impact Statement follows a draft published in January 2024 for public comment, with input from a wide range of stakeholders helping BLM to make additional updates that will help protect wildlife habitats and migration corridors and other key resources, while providing clarity to industry about low-conflict areas and project design approaches to guide responsible development.

To date, the Biden-Harris administration has approved 40 renewable energy projects on public lands (9 solar, 13 geothermal, and 18 gen-ties) allowing for early achievement of the goal to permit 25 gigawatts by 2025. In total, BLM has now permitted clean energy projects on public lands with a total capacity of approximately 29 gigawatts of power – enough to power over 12 million homes. This year BLM also issued a final Renewable Energy Rule that will lower consumer energy costs and the cost of developing solar and wind projects, improve project application processes, and incentivize developers to continue responsibly developing solar and wind projects on public lands.

Publication of the Final Utility-Scale Solar Energy Programmatic Environmental Impact Statement and Proposed Resource Management Plan Amendments initiates a 30-day protest period and 60-day governor’s consistency review. Following resolution of any remaining issues identified in this phase, the BLM will publish the Record of Decision and Final Resource Management Plan Amendments.

For more information on the updated Western Solar Plan, visit the project’s National NEPA Project Register (ePlanning) website at <https://eplanning.blm.gov/eplanning-ui/project/2022371/510>.

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*The BLM manages more than 245 million acres of public land located primarily in 12 western states, including Alaska, on behalf of the American people. The BLM also administers 700 million acres of sub-surface mineral estate throughout the nation. Our mission is to sustain the health, diversity, and productivity of America’s public lands for the use and enjoyment of present and future generations.*

## Comment points for US Forest Service Old Growth Amendment DEIS

- Those closest to the resource are best equipped to appropriately manage that resource. Since the establishment of the USFS that management, whether of the forage resource or the timber resource, has been accomplished through local resource users and local FS employees working together to determine the resource management needs.
- NOGA in direct conflict with traditional forest management. It assumes that the wisdom lies somewhere within the federal bureaucracy, likely above the professional Forest Service leadership, to mandate a plan amendment that fits 126 individual forests representing a very diverse array of ecological characteristics. This approach fundamentally ignores the proven processes outlined above. It provides no opportunity for meaningful input by local citizens whose lives are impacted both culturally and economically by this mandated plan amendment. This approach to planning will have a lasting negative impact on the relationship of the Forest Service with local citizens and local governments.
- NOGA is in direct conflict with the 2012 Planning Rule which sought to strengthen the opportunities for public engagement in Forest Planning. The rule envisions strong public engagement in the assessment phase in the identification of alternatives and in providing comments related to the selection of the final plan. Each of these steps become meaningless under this proposed amendment where the plan outcome is predefined. NOGA is in direct conflict with critical rule provisions addressing public engagement as well as the defined consultation with state and local governments.
- The primary threats to old growth forests aren't chainsaws or commercial logging, as the USFS analysis purports. Instead, the major threats are severe wildfires, insect infestations, and disease. Unfortunately, NOGA adds layers of bureaucracy and red tape, instead of prioritizing active forest management to mitigate these real threats. Under the current process, it already takes years for the Forest Service to implement forest health treatments, which are critical to reducing the risk of catastrophic wildfires. These delays are often made worse when projects are halted by litigation. The Forest Service's threat assessment highlighted that over 70% of mature and old growth forests are at high risk of wildfire-caused mortality. This is compounded by the fact that forests in areas reserved from active management, such as wilderness areas, have seen greater losses of old growth than forests where limited treatments or timber harvest are allowed. We need policies to accelerate forest thinning and other management activities, not complicate the advancement of good common sense. Extra bureaucracy won't save our forests-proactive stewardship will. Rather than adding more red tape and litigation to the management of our federal forests, individual national forests should focus on implementing the Wildfire Crisis Strategy through their existing forest plans to achieve desired conditions on these landscapes

- Appendix C, which shows the effect of the Old Growth Amendment on current Forest Plans is an attempt to show what the actual effects of this effort will be on each national forest. However, forests listed in categories 3 and 4; “noticeable change” and “very noticeable change,” respectively, appear to have considerable changes to their current management direction. It would be more helpful if Appendix C provides examples of noticeable and very noticeable changes, so we can better understand expected effects.
- The DEIS is clear that the actual plan amendments would take place after development of an “Adaptive Management Strategy”. The description of what the “Adaptive Management Strategy” entails, both scale (the DEIS implies either single or multiple units) and actual components is vague in the document. Additionally, this approach appears to lead to yet another level of analysis, possibly incorporating different scales across the nation. We request a clear description of, and a framework for the Adaptive Management Strategy be included in the FEIS. This would help better define the publics and partner’s expectation for the next process steps and the overall process.
- Related to previous comment, we have concerns about the prescriptive nature of the Preferred Alternative’s Objectives 1, 2 and 3. Again, given the priority of the Wildfire Crisis Strategy, the current and expected budget shortfalls in the NFS budget, and current level of vacancies throughout the agency, these objectives should not be so prescriptive in their timeframe and expectations. Reconsideration of the prescriptive nature of these objectives should be considered to ensure that unreal, or unachievable expectations are not being created.

**RESOLUTION OF  
THE EUREKA COUNTY BOARD OF COMMISSIONERS  
RESTATING AND SUMMARIZING POLICIES RELATED TO ALTERNATIVE ENERGY  
SITING AND DEVELOPMENT**

WHEREAS, Eureka County continues to experience numerous proposals for development of alternative energy projects on federally administered lands and private lands in Eureka County; and

WHEREAS, Eureka County has developed policies and limited land use controls for any project or land use within or affecting the citizens and natural resources of Eureka County as outlined in the Eureka County Master Plan, Eureka County Code, and various resolutions adopted over the years; and

WHEREAS, some of the current policies in the Eureka County Master Plan related to alternative energy siting and development includes, but is not limited to:

- Goal 3.1 - Encourage new development in Eureka County in a planned and orderly manner consistent with maintenance of existing quality of life, environmental attributes, and fiscal resource limits of the County.
  
- Policy 3.1.1 - Support balanced community development across Eureka County and within individual planning areas
  
- Policy 3.1.3 - Eureka County may manage the timing and location of development to accomplish the County's goals concerning natural resources, economic development, community character, and provision of public services
  
- Policy 3.1.4 - Eureka County may seek to maintain the overall character of existing residential areas by discouraging incompatible adjacent land uses
  
- Policy 3.1.5 - Eureka County may adopt general land use maps as a means to discourage incompatible adjacent land uses

Policy 3.1.6 - Eureka County encourages development which minimizes impacts to sensitive environmental areas

#### 5.2 Relationships to Other Plan Elements –

Economic development within Eureka County can influence and be influenced by other master plan elements. Before implementing each element of the plan, it is important to understand associated relationships. For example, growth management measures might discourage industrial development by limiting population growth. Alternatively, the public facilities and services element might encourage industrial growth by providing for development of one or more industrial parks. Natural resource policies of Eureka County are designed to ensure long term health and productivity of plants, water quality in streams, and abundant wildlife and livestock forages, which in turn create jobs and stimulates business. Careful thought is needed concerning timing and location of Economic Development projects so as not to interfere with natural resource benefits. Decisions to implement each element of the Eureka County Master Plan should be preceded by asking the question, “How will implementation of this initiative affect other adopted elements of the master plan?”

Goal 5.1 - Attract new industry and business

Policy 5.1.1 - Eureka County may offer incentives that will encourage business and industrial development.

Policy 5.1.2 - Eureka County may promote any advantages for new business development in the County.

Policy 5.1.3 - Eureka County may encourage new agriculture related businesses to locate in the County.

- Policy 5.1.4 - Eureka County may encourage diversification and broadening of agricultural industries, including the processing of local and regional products.
- Policy 5.1.7 - Eureka County may identify, develop, and market industrial sites where appropriate.
- Policy 5.1.8 - Eureka County may encourage industrial use of geothermal, wind, and solar energy resources in the County.
- Goal 5.5 - Diversify and Expand the Eureka County Economy
- Policy 5.5.1 - Eureka County will encourage diversification of the economy away from non-renewable resource based industries.
- Policy 5.5.2 - Eureka County may seek to increase public sources of funding available to support local economic development initiatives.
- Policy 5.5.3- Eureka County may encourage greater private financial support for local economic development initiatives.
- Policy 5.5.7 - Eureka County may, per Eureka County Goal 22, explore potential sources of funding for local business expansion.
- Policy 5.5.11 - Eureka County may encourage the productivity of existing “Building Blocks” beginning with such assets as work force and natural resources including water, minerals, livestock forage, and wildlife.
- Policy 5.5.12 - Eureka County will protect the private property interests and other assets of existing farms, ranches, and businesses in order to sustain legitimate economic productivity far into the future.



6.0 Natural Resources and Federal or State Land Use –

Per this plan, it is the policy of Eureka County that Federal and State programs make progress towards improved resource quality, greater multiple uses of the federal lands, preservation of custom, culture and economic stability of Eureka County, and protection of the rights of its citizens. Eureka County will continue to urge state and federal employees to participate in this effort to coordinate in order to resolve inconsistencies between federal proposals and County policy...Successful implementation of this Plan requires that the Eureka County Natural Resource Advisory Commission and the Board of Eureka County Commissioners stay involved with analysis and evaluation through all stages of federal, state and local planning efforts. County involvement must include, at minimum, review of data for scientific and factual soundness, plan development, implementation, monitoring, and evaluation of plan implementation.

7.4.2 Goals and Policies for Private Land Use –

This plan addresses the protection of existing property rights from three perspectives. First, the right to use land is not enjoined through restrictive land use designations or zoning ordinances. Second, the potential for erosion of property value through incompatible adjacent land uses is recognized and discouraged. Finally, the adverse consequences of certain land use decisions by federal, state, and local governments on adjacent private lands is recognized and discouraged.

Goal 7.1 - Protect Private Property Rights

Policy 7.1.1 - Eureka County will encourage private land uses which enhance the use and/or value of adjacent private lands.

Policy 7.1.2 - Eureka County will discourage state and federal actions which threaten to impair the use and/or value of private property rights in the County.

Goal 7.2 - Promote Orderly Development

Policy 7.2.1 - Eureka County will encourage private land uses which are consistent with adjacent land uses.

WHEREAS, Eureka County has long-term policy, both written and stated, supporting multiple-use management of federally administered lands; and

WHEREAS, Eureka County's support of multiple-use management is conditioned upon "new" projects and land uses adequately avoiding or mitigating impacts to existing lands users and uses and Eureka County's natural resources; and

WHEREAS, Eureka County considers it important to restate its position with regard to siting, development, and operation of alternative energy projects in or affecting Eureka County and its citizens and resources; and

NOW THEREFORE BE IT RESOLVED, that the Eureka County Board of Commissioners in accordance with the Eureka County Code and the Eureka County Master Plan hereby restates, reaffirms, and summarizes its policies and positions, including those listed above, regarding siting, development, and operation of alternative energy projects in or affecting Eureka County and its citizens and resources to include the following:

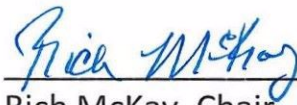
1. Eureka County generally does not support large wind energy projects because of their outsized impact on adjacent land uses and values, wildlife, and viewsheds.
2. Eureka County supports prioritizing siting of alternative energy on already disturbed or degraded lands, including brownfields, regardless of land ownership.
3. Eureka County supports transitioning irrigated agricultural lands to solarvoltaic (agrisolar) uses where overpumping or overappropriation of

water can also be addressed (e.g. water rights retirement) while retaining compatible agriculture (e.g. grazing), wildlife uses and open space.

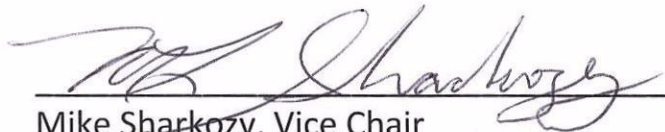
4. Eureka County does not support alternative energy siting on federally administered lands where impacts to livestock grazing, wildlife habitat, viewsheds, access, and open spaces are not fully avoided or mitigated.
5. Eureka County generally does not support tax abatements for alternative energy projects because of the already limited tax base of Eureka County and the fact Eureka County still must provide public services to project areas and because of taxpayer-funded subsidies and incentives already provided to many projects.
6. Eureka County supports alternative energy projects being bonded or having some other type of long-term funding mechanism to ensure projects that go defunct, meet end of life, or become otherwise obsolete or inoperable are fully disassembled, removed, and lands are reclaimed.
7. Eureka County requires alternative energy projects affecting ranching operations on federally administered lands for federal agencies and project proponents, in coordination with affected ranchers:
  - a. ensure management decisions are based upon the best rangeland science, flexibility is built into grazing permits to allow for adaptive management as issues and concerns arise, and the quality and quantity of data collected can support all decisions made;
  - b. before imposing grazing restrictions or seeking changes in livestock stocking rates or seasons of permitted use, identify and implement all economically and technically feasible livestock distribution, forage production enhancement, weed control programs, prescribed grazing systems, off-site water development by the water rights holder, shrub and pinyon/juniper control, livestock salting/supplementing plans, and establishment of riparian pastures and herding; and
  - c. assure that all grazing management actions and strategies fully consider impact on property rights of inholders and adjacent private land owners and consider the potential impacts of such actions on grazing animal health and productivity.

BE IT FURTHER RESOLVED, Eureka County demands, pursuant to adopted federal statutes, regulations, and policies in addition to the Eureka County Code and Eureka County Master Plan, full and complete notice and opportunity for coordinated involvement in the decision making processes of the federal and state entities being taken or are being proposed to be taken regarding siting and development of alternative energy projects on all lands located within or affecting Eureka County.

Passed and adopted this 21<sup>st</sup> day of February, 2023.



Rich McKay, Chair  
Eureka County Board of Commissioners



Mike Sharkozy, Vice Chair  
Eureka County Board of Commissioners

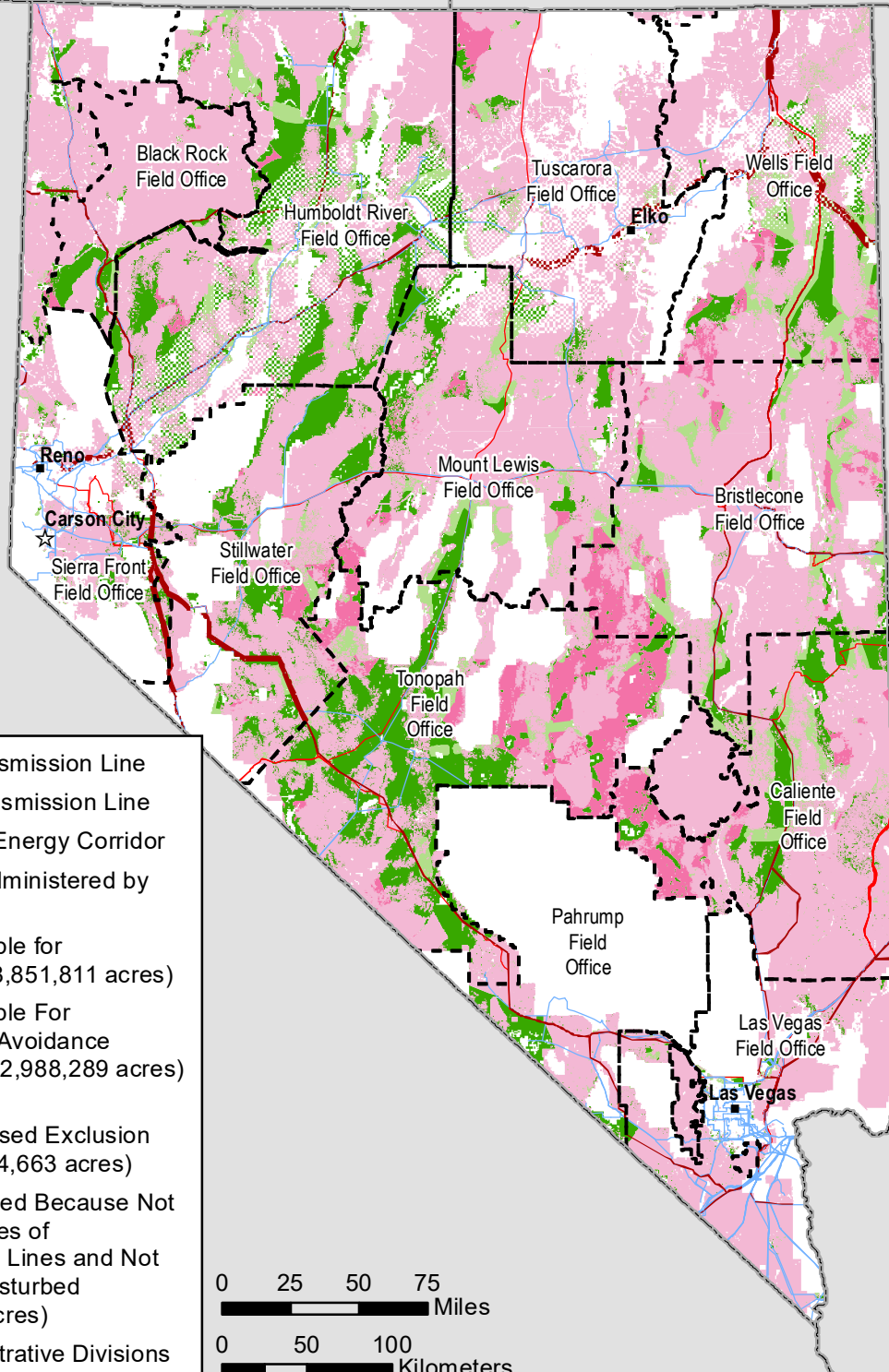
Attest:



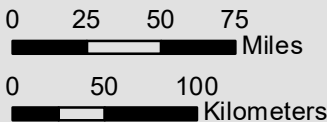
Katherine J. Bowling, Eureka County Clerk

# Solar Programmatic EIS Proposed Plan in Nevada

Property of the U.S. Department of the Interior. Prepared in support of the Bureau of Land Management Solar Energy Program, August 2024



- Existing Transmission Line
- Planned Transmission Line
- Section 368 Energy Corridor
- Lands Not Administered by the BLM
- Lands Available for Application (8,851,811 acres)
- Lands Available For Application - Avoidance Designation (2,988,289 acres)
- Resource-Based Exclusion Areas (32,894,663 acres)
- Areas Excluded Because Not Within 15 Miles of Transmission Lines and Not Previously Disturbed (2,481,675 acres)
- BLM Administrative Divisions





Forest Service  
U.S. DEPARTMENT OF AGRICULTURE

U.S. Forest Service

June 2024

# Amendments to Land Management Plans to Address Old-Growth Forests Across the National Forest System

## Draft Environmental Impact Statement



**Amendments to Land Management Plans to Address Old-growth forests Across  
the National Forest System  
DRAFT  
Environmental Impact Statement  
Numerous Counties, States and Jurisdictions**

**Lead Agency:** USDA Forest Service

**Cooperating Agencies:** The agency continues to work with agencies that have expressed interest in cooperating agency status and is in the process of formalizing these agreements.

**Responsible Official:** **Thomas J. Vilsack, Secretary of Agriculture**  
1400 Independence Ave. SW  
Washington, DC 20250

**For Information Contact:** **Jennifer McRae, Forest Service Team Leader**  
ATTN: Ecosystem Management Coordination  
201 14th St SW, Washington, DC  
202-791-8488

**Abstract:** Section 2(c)(ii) of Executive Order 14072 directed the Department of Agriculture to develop policies to institutionalize climate-smart management and conservation strategies that address threats to mature and old-growth forests on Federal lands. To allow for the management flexibility necessary to address varied ecological conditions found across the National Forest System of the U.S. Forest Service, the Department has determined that amending land management plans is the most judicious approach. This EIS describes the proposed action (Modified Proposed Action, Alternative 2 – also the preferred action) and the action alternatives (More Restrictive, Alternative 3; Less Restrictive, Alternative 4), as well as communicates the affected environmental and potential impacts associated with the proposed amendment of 122 land management plans.

It is important that reviewers provide their comments at such times and in such a way that they are useful to the Agency's preparation of the EIS. Therefore, comments should be provided prior to the close of the comment period and should clearly articulate the reviewer's concerns and contentions. The submission of timely and specific comments can affect a reviewer's ability to participate in subsequent administrative review or judicial review. Comments received in response to this solicitation, including names and addresses of those who comment, will be part of the public record for this proposed action. Comments submitted anonymously will be accepted and considered; however, anonymous comments will not provide the respondent with standing to participate in subsequent administrative or judicial reviews. Comments that are not submitted via the methods described below or prior to the close of the comment period will not be prioritized for consideration and response; however, they will be included in the project record.

**Send Comments to:** **Online (preferred) via a webform:**  
<https://cara.fs2c.usda.gov/Public/CommentInput?Project=65356>

**Hardcopy letters must be submitted to:**  
Director, Ecosystem Management Coordination  
201 14th Street SW, Mailstop 1108  
Washington, DC 20250-1124

**Date Comments Must Be Received By: September 20, 2024**

## Summary

### Introduction

The United States Department of Agriculture, Forest Service proposes to amend Land Management Plans throughout the National Forest System to develop a consistent management framework for conserving, stewarding, recruiting and monitoring old-growth forests. The intent of this amendment is to foster the long-term resilience of old-growth forests and their contributions to ecological integrity across the National Forest System. The area affected by the proposal includes the administrative units identified in [Appendix C, Comparison of Current Management of Old-Growth to Amendment](#) for the Draft EIS.

The National Forest System (NFS), which is comprised of over 193 million acres, spans every forest type in the United States – from subtropical pine forests in Florida to the temperate rainforest in Southeast Alaska and every forest type in between. These forests all have unique stand and disturbance histories and include forests that do not have true old-growth phases. The Forest Service manages the NFS to sustain the multiple use of its renewable resources while maintaining the long-term health and productivity of the land. Resources are managed through a combination of approaches and concepts for the benefit of human communities and natural resources. Land management plans guide sustainable, integrated resource management of the resources within the plan area in the context of the broader landscape, giving due consideration to the relative values of the various resources in particular areas (36 CFR 219.1(b)).

In order to fulfill the goals of EO 14072 Section 2(c)(iii) (discussed in more detail below) to develop policies to institutionalize climate-smart management and conservation strategies that address threats to mature and old-growth forests on Federal lands, and to achieve the protection envisioned in Section 23001(a)(4) of the Inflation Reduction Act (IRA) (\$50,000,000 for the protection of old-growth forests on National Forest System land), amending land management plans is the most judicious approach.

The modified proposed action would create consistency by ensuring the majority of land management plans for units that contain old-growth forests have management direction for the stewardship of existing and recruitment of future old-growth forest that they are resilient over time. At the same time, the proposed amendment recognizes that there is no single management prescription or definition that applies to all of the forest types across the National Forest System. Old-growth characteristics differ by ecosystem and species. Similarly, threats to old-growth forests differ in different regions and geographies. For these reasons, the plan amendment does not propose a single national old-growth definition. Instead, it directs the application of plan components based on local definitions, or regional definitions where the underlying plan is incomplete.

Further flexibility is provided through the local development of the *Adaptive Strategy for Old-Growth Forest Conservation* (discussed in more detail in the proposed action and action alternatives), as well as line officers having the discretion to amend or revise land management plans in the future to further tailor old-growth direction in the plan as best available science, which includes Indigenous knowledge, continues to evolve and inform management of old-growth forests.

The proposed amendment is not intended to recruit all successional stages towards mature and old-growth: an approach which elevates older forests to the exclusion of other successional stages would



present a challenge to maintaining or restoring the ecological integrity of terrestrial and aquatic ecosystems and watersheds in the plan area, to include structure, function, composition, and connectivity that accounts for more than just the old-growth stage. (36 CFR 219.8(a)(1)). The intent of this amendment is to foster the long-term resilience of old-growth forests and their contributions to ecological integrity across the National Forest System.

The proposed amendment recognizes the importance of proactive stewardship in order to protect old-growth forests from threats, including to reduce wildfire risk and allow for the restoration of beneficial fire in fire-adapted ecosystems, consistent with the Forest Service's Wildfire Crisis Strategy.

## What Is Old-Growth Forest?

The [\*Mature and Old-Growth Forests: Definition, Identification, and Initial Inventory on Lands Managed by the Forest Service and Bureau of Land Management technical report\*](#) (FS-1215a) defines the old-growth narrative framework as follows:

Old-growth forests are dynamic systems distinguished by old trees and related structural attributes. Old-growth encompasses the later stages of stand development that typically differ from earlier stages in a variety of characteristics, which may include tree size, accumulations of large dead woody material, number of canopy layers, species composition, and ecosystem function (USDA Forest Service 1989).

In addition to their ecological attributes, old-growth forests are distinguished by their ecosystem services and social, cultural, and economic values. Old-growth forests have place-based meanings tied to cultural identity and heritage; local economies and ways of life; traditional and subsistence uses; aesthetic, spiritual, and recreational experiences; and Tribal and Indigenous histories, cultures, and practices. Dialogue with stakeholders and Tribal Nations and integration of local and Indigenous Knowledge with evolving scientific understanding are critical in identifying and stewarding old-growth forests. (p. 5)

The technical report (link above) also explains how working definitions for old-growth (found in Appendix 1 in FS-1215a) were developed for the purpose of conducting the initial inventory. The objective of the old-growth inventory report was to provide a consistent, national-scale estimate of old-growth forest extent across all National Forest System and Bureau of Land Management lands. To do so, the national inventory estimates were based on Forest Inventory and Analysis (FIA) plot data – a peer-reviewed and widely accepted sampling protocol. Using FIA data allowed the national inventory to provide a measure of uncertainty in the estimates. The national inventory team worked with Forest Service regional staff to determine how to apply regional definition criteria to FIA field-plot data for this initial national-scale inventory. And, wherever possible, the national inventory applied existing regional criteria (citations in Table 6.1); in some cases, the regional criteria were adjusted to accommodate use of the FIA data. These working definitions informed the draft environmental impact statement and will also be utilized for the forthcoming old-growth monitoring.

Old-growth forests throughout the National Forest System are defined by the nine Forest Service administrative regions for differing vegetation types, as well as in some individual land management plans. Regional old-growth criteria rely on structural characteristics and include an attribute that captures the abundance of large trees – specifically, minimum live trees per acre of a minimum size and/or minimum basal area of live trees. Many regional criteria also set a minimum stand age or tree

age, and some include standing snags or downed wood. Each region recognizes important ecological variation by defining unique old-growth criteria for different vegetation types.

Regional and individual land management plan old-growth definitions exhibit broad variation in criteria and these differ among forest types and for the same forest type across regions or individual units. Old-growth forest criteria differ geographically for the same forest type because of fundamental differences in developmental processes between forests. Today's old-growth forests are the outcome of ecosystem development and aging. The pattern of aging differs based on forest type, site productivity, and disturbance regime. Site productivity is influenced by soil conditions, precipitation amount and variability, length of growing season, and disturbance history. Each of these factors influence the characteristic pattern of forest development and interact with one another, resulting in multiple patterns of forest development (aging) and tree growth, even within a forest type.

Hence, the variety of criteria reflects dramatic differences in the forest structure expected among old-growth types. The regional criteria to identify old-growth forests across North America reflect the application of extensive scientific investigation. These criteria echo the methodical synthesis of extensive field measurements and summary of plot data published in over a dozen scientific reports.

Old-growth definitions in land management plans can range from a qualitative definition that describes common old-growth features, to a definition with some criteria for stand age or diameter of a trunk or bole of a standing tree at diameter at breast height (DBH), or to a complete set of criteria that allows for reliable identification of old-growth on the landscape. There are also plans with old-growth plan components that do not have a definition or criteria for old-growth in the text of the LMP but rather in the supporting LMP analysis documents. Some plans do not refer to old-growth, but instead refer to "old forest" or "late successional stage" – concepts that intersect or overlap with old-growth, but that are not always interchangeable.

The [Ecological Impacts Analysis Report](#) provides additional discussion on defining old-growth forest and further explanation of the definitions used for EIS analysis and definitions that would be applied during implementation.

### **How is the Quality of Old-Growth Forests Considered?**

While old-growth forests are often defined by size and age amongst other criteria, quality of the old-growth forests is also fundamentally important. High quality old-growth forests develop a complex stand structure that contains a diverse array of plant and animal communities, including many that are rare or absent in younger forests. Such diversity plays a key role in maintaining ecosystem function and resilience, which is a key component of ecological integrity and helps prevent the establishment and expansion of non-native invasive species. Proactive stewardship – a major objective of the old-growth amendment – aims, in part, to improve the quality of old-growth forests to ensure long-term persistence on the landscape.

### **Why is the USDA Forest Service Proposing this Amendment?**

On April 22, 2022, President Biden issued Executive Order 14072 *Strengthening the Nation's Forests, Communities, and Local Economies*. Section 2 of the Executive Order (EO) recognizes the distinctive role that Federal forest lands play in sustaining ecological, social, and economic benefits throughout the nation and calls particular attention to the importance of mature and old-growth forests on Federal lands for their role in contributing to nature-based climate solutions by storing large amounts of carbon and increasing biodiversity, mitigating wildfire risks, enhancing climate

resilience, enabling subsistence and cultural uses, providing outdoor recreational opportunities, and promoting sustainable local economic development. Later in 2022, Congress passed the Inflation Reduction Act, wherein they included section 23001(a)(4), providing for “\$50,000,000 for the protection of old-growth forests on National Forest System land...”

Section 2(b) of the April 2022 EO directed the Department to inventory mature and old-growth forests on National Forest System lands, which the Forest Service published in April 2024 ([\*Mature and Old-Growth Forests: Definition, Identification, and Initial Inventory on Lands Managed by the Forest Service and Bureau of Land Management\*](#)). The initial inventory was conducted by applying working definitions of old-growth and mature forest conditions for over 200 regional vegetation types to Forest Inventory and Analysis field plot data. Definitions and inventories have been established for forests exhibiting old-growth conditions, but mature forest conditions had not previously been ecologically defined in a consistent manner at a national scale. This initial inventory resulted in the Forest Service identifying an estimated 24.7 million acres of old-growth forests and 68.1 million acres of mature forest conditions, representing 17 and 47 percent, respectively, of the 144.3 million acres of forested National Forest System lands.

Section 2(c)(ii) of the EO directed the Department, following completion of the initial inventory, to analyze threats to inventoried mature and old-growth forests on National Forest System lands, including threats from wildfires and climate change. Like the inventory, the initial threat analysis was national in scale and presents an initial compilation and summation of threats associated with wildfire, fire exclusion, insects and disease, extreme weather, climate and temperature, drought, tree cutting, roads, land use allocation, and wildland urban interface. In the analysis, the term “threat” indicated a change in forest structure resulting in a reclassification of the forest condition but not necessarily a loss of ecological function and integrity.

The [\*Mature and Old-Growth Forests: Analysis of Threats on Lands Managed by the Forest Service and Bureau of Land Management\*](#) report, which was published in June 2024, indicates several key findings that informed this proposed action. The analysis found that mortality from wildfires is currently the leading threat to mature and old-growth forests, followed by insects and disease. The analysis also found that tree cutting is now a relatively minor threat compared to climate amplified disturbances such as wildfire, insects, and disease. However, past management practices, including timber harvest and fire suppression, contributed to current vulnerabilities in the distribution, abundance, and resilience of old-growth forest characteristics. The amount and distribution of mature forests across the National Forest System suggest that many of these lands have the inherent capability to sustain old-growth forests into the future.

Section 2(c)(iii) of the EO directed the Department to develop policies, with robust opportunity for public comment, to institutionalize climate-smart management and conservation strategies that address threats to mature and old-growth forests on Federal lands. On December 20, 2023, the U.S. Department of Agriculture published a [Notice of Intent](#) (NOI) in the Federal Register to amend land management plans (LMP) for units of the National Forest System to add consistent direction to conserve and steward existing – and recruit future – old-growth forests and to monitor their condition across planning areas of the National Forest System. This proposed amendment is intended to create a consistent framework for managing old-growth forests with sufficient distribution, abundance, and ecological integrity (composition, structure, function, connectivity) to be persistent over the long term, in the context of climate amplified stressors.

The preliminary purpose and need and proposed action described in the NOI were informed by public feedback received on the Climate Resilience Advance Notice of Proposed Rulemaking

(ANPR) the Forest Service initiated in April 2023 (88 FR 24497). The ANPR gave the public an opportunity to provide input on how the Forest Service should respond to the changing climate through forest management activities and possibly future policies.

The Forest Service received 92,000 comments in response to the ANPR, representing nearly 500,000 respondents. Many responses included feedback on the appropriate conservation and management of mature and old-growth forests, reflecting a diversity of perspectives. In developing the preliminary proposed action, the Department identified some potential areas of agreement. A list of these agreements can be found in [Chapter 1](#), Section 1.3.

Publication of the [Notice of Intent](#) initiated the scoping period for this Draft Environmental Impact Statement (EIS). Scoping comments were accepted through February 2, 2024. Approximately 7,300 comment letters were received. [Appendix A, Scoping Summary](#) for the Draft EIS includes a summary of comments received.

## Are All Areas of Mature Forest Proposed to be Managed for Future Old-Growth?

As discussed in the [Mature and Old-Growth Forests: Definition, Identification, and Initial Inventory on Lands Managed by the Forest Service and Bureau of Land Management](#), mature forests comprise approximately 47 percent of forested acres. The goal is not to manage all mature forest as future old-growth forest. Not all mature forest occurs in areas that will persist as mature forest or that can sustain succession towards old-growth forest. Past management – such as fire suppression, previous vegetation management, and/or reforestation – and natural succession or regeneration may have created mature forest or species distribution/composition that does not support desired ecological functions and conditions. Additionally, many of these acres are managed for multiple uses and provide necessary terrestrial habitat features that differ from those found in old-growth forests. For these reasons, mature forest is not being included in conjunction with old-growth (e.g. “old-growth and mature forest”) for all aspects of the amendment. However, the amendment does place an emphasis on identifying and prioritizing areas of mature forest to be managed for future old-growth forest, particularly in the Modified Proposed Action (Alternative 2). Specific direction to identify priority areas for the recruitment of future old-growth forest – including from mature forest – is included in the Modified Proposed Action as part of the *Adaptive Strategy for Old-Growth Forest Conservation* (Management Approach 1.b) and in a guideline that applies to management of those areas (Guideline 3).

## What is the Purpose and Need for This Amendment?

With consideration of the [Mature and Old-Growth Forests: Definition, Identification, and Initial Inventory on Lands Managed by the Forest Service and Bureau of Land Management technical report](#), the [Mature and Old-Growth Forests: Analysis of Threats on Lands Managed by the Forest Service and Bureau of Land Management](#) report, comments received on the Climate Resilience ANPR (88 FR 24497) and during the scoping period for the [Notice of Intent](#) to prepare and Environmental Impact Statement (see [Appendix A, Scoping Summary](#) for the Draft EIS), and an analysis of existing land management plan direction for old-growth management and conservation, the Department finds that reaffirming – at a national scale – the commitment to maintaining and developing old-growth forests across the National Forest System is prudent, warranted, and best advanced at this time via amendment of land management plans.

The purpose of the proposed action is to:

- Foster ecologically focused management across the National Forest System by maintaining and developing old-growth forests while improving and expanding their abundance and distribution and protecting them from the increasing threats posed by climate change, wildfire, insects and disease, encroachment pressures from urban development, and other potential stressors, within the context of the National Forest System’s multiple-use mandate.
- Establish a clear role for Indigenous Knowledge and tribal leadership in the proactive stewardship and furtherance of old-growth forests on National Forest System lands.
- Facilitate the development of geographically informed adaptive strategies for old-growth forest conservation to support the effective implementation of this amendment and enable co-stewardship with Tribes and Alaska Native Corporations and collaboration with States, local governments, industry partners, and public stakeholders.
- Establish a national monitoring framework to track trends and distribution patterns of old-growth forests for inventory, evaluation, assessment, and adaptive management purposes.

The need for change is to:

- Demonstrate compliance with Executive Order 14072 to institutionalize climate-smart management and conservation strategies that address threats to mature and old-growth forests on Federal lands;
- Respond to the clear congressional intent outlined in section 23001(a)(4) of the Inflation Reduction Act; and
- Create a consistent framework to manage for the long-term persistence, distribution, and recruitment of old-growth forests across the National Forest System (NFS) in light of the interacting biophysical and social factors that threaten the persistence of older forests on NFS lands across the Nation.

The proposed plan components and direction focus on providing consistency for interrelated topic areas, including:

- Improving the retention and recruitment of old-growth forests;
- Improving durability, resilience, and resistance to fire, insects, and disease within old-growth forests across the National Forest System and addressing concerns about future durability, distribution, and redundancy of old-growth forests;
- Strengthening the capacity of existing and future old-growth forests to adapt to the ongoing effects of climate change and future environments;
- Recognizing the role of proactive stewardship in supporting the resilience of old-growth forests and characteristics over time;
- Incorporating Indigenous Knowledge into planning, project design, and implementation to achieve old-growth forest management goals and furthering Forest Service trust responsibilities with Tribes and Alaska Native Corporations;
- Developing geographically informed adaptive management strategies for the retention of existing and recruitment of future old-growth forests, taking into account relevant local information through consultation with Tribes and collaboration with state, county, and local governments, partners, industry and public stakeholders; and
- Establishing a national old-growth monitoring framework.

## What Decisions Will be Made as Part of This Amendment?

The responsible official (Secretary of Agriculture) shall review the proposed action, alternatives, and the environmental consequences to determine:

- Whether and how to amend National Forest System land management plans; and
- Which part(s) of the substantive requirements (219.8 through 219.11) are directly related to the proposed action, and how to apply them. (These are the requirements likely to be directly related to the amendment based on the purpose or the effects (beneficial or adverse) of the amendment (36 CFR 219.13(b)(5)). (Additional discussion on how substantive requirements were considered can be found in [Chapter 1](#), Section 1.9.1.)

Criteria for the decision will include addressing the purpose and need for the amendment, consideration of issues/concerns and recommendations, and consistency with relevant legal mandates.

The proposed action represents concurrent plan-level changes that will have programmatic effects. Since a land management plan (LMP) does not compel any action and is not a budget-forcing document, it is not possible at this time to detail the specific actions or effects that will occur during the lifetime of an LMP. However, an LMP does provide some details about the general management direction, and so programmatic effects may be determined in accordance with CEQ guidance.

The proposed action also sets forth goals, management approaches, and monitoring requirements that describe courses of action to achieve the desired conditions and objectives of the LMP. These are described in the planning regulations as “other plan content” (36 CFR 219.7(f)).

The proposed action also sets forth standards and guidelines that provide constraints for decision-making at the project-level.

See [Chapter 1](#), Section 1.6 for additional information on the decision-making process.

## What Issues Drove the Alternatives and Analysis?

The Forest Service identified the following concerns/issues that drove alternative development, to include modifications to the proposed action from what was initially described in the [Notice of Intent](#):

- Whether the national-level approach to amending over 120 land management plans appropriately considers place-based information/knowledge and current land management direction that already addresses old-growth forest management.
- What would be the impacts from Standard 3 in the modified proposed action that restricts proactive stewardship in old-growth forests for the purpose of timber production.
- Whether current standards and guidelines provide enough restrictions to protect current and future old-growth forests from future timber harvest.

## How Were Issues or Situations Unique to Certain Areas Considered?

Extensive review of scoping comments was conducted to understand and address issues and concerns. Additionally, roundtable discussions were hosted by the National Forest System (NFS) Deputy Chief and Deputy Undersecretary of Natural Resources and Environment and held with state and local governments, industry, forest users, and others.

Cooperating agencies have been invited to attend bi-monthly meetings, which began in May 2024, and are scheduled through the release of the Record of Decision. The intent of these meetings is to provide coordination, communication, and the exchange of ideas and information between the Forest Service and the Cooperator pursuant to the National Environmental Policy Act and in preparation of National Old Growth Amendment (under the 2012 Planning Rule). Approximately 100 state and local governments have expressed interest as a cooperating agency and have representatives attending these meetings.

The NFS Deputy Chief and other national-level agency leaders held engagements with Regional Foresters, Regional Staff Directors, and Forest/Grassland Supervisors to better understand the impacts of the proposed amendment on program and project management. Interdisciplinary team members assigned to this effort also held numerous discussions with various regional and forest/grassland subject matter experts to better understand the implications of some of the language/terminology proposed in the [Notice of Intent](#) for plan components/content and how this would be interpreted and applied when proposing and implementing activities on the ground. Finally, the NFS Deputy Chief conducted reviews of projects proposing activities in old-growth forest. Information gleaned from these reviews also helped inform modifications to the proposed action.

See Table 1 in Chapter 2 under [Alternative 2 – Modified Proposed Action](#) (specifically the column titled *Intent; Clarifications; What Changed*) for context on meaningful changes made to the proposed plan components/content, as informed by feedback from scoping and these various engagements and discussions.

## How Were Indigenous Knowledge and Tribal Input Considered?

The notification of the opportunity to consult, along with a summary analysis on the old-growth amendment, were sent to Tribal and Alaska Native Corporation leaders via email on February 23, 2024. Tribal forums introducing the old-growth amendment were held on March 27, 2024 and May 22, 2024. A third forum is tentatively planned for July 2024 after publication of the DEIS.

To date, the agency has received two requests for government-to-government consultation. These consultation sessions are currently being scheduled. In addition to the two requests for government-to-government consultation, one Tribe and two Tribal organizations requested consultation and cooperating agency status. A Memorandum of Understanding is being drafted for the Tribe's consideration, and the agency is still discussing the terms of Cooperating Agency status with Tribal organizations. A number of Tribes also submitted comments on the scoping notice.

Some region-level employees, interdisciplinary team members, and various agency and USDA leaders have also relayed feedback on behalf of Tribes they are engaging with and for which the old-growth amendment has been a topic of discussion.

Recurring themes from the Tribal forums and feedback include the need to build in more time for effective consultation, funding for Tribal participation, revitalization of cultural burning, management for biodiversity, no single species or age class is preferred, and that Indigenous Knowledge is highly complex – requiring in-depth conversations to better understand Tribal relationships with the land.

See Table 1 in Chapter 2 under [Alternative 2 – Modified Proposed Action](#) (specifically the column titled *Intent; Clarifications; What Changed*) for context on meaningful changes made to the

proposed plan components/content, as informed by feedback from scoping and these various engagements and discussions.

Opportunities for consultation and collaboration will remain available until the publication of the Final Environmental Impact Statement. The agency is co-hosting regional collaborative Tribal roundtables about old-growth in partnership with Oregon State University. The agency is also collaborating with the Bureau of Land Management to co-host Mature and Old-growth input sessions with Tribal leaders and representatives being key invitees. The agency will continue to evaluate how to reflect and incorporate Tribal interests, values and priorities in this amendment.

This EIS may contain Indigenous Knowledge or other information shared by Tribal members under the principles of free, prior, informed consent, from what is currently available in a publicly-published format. Tribal knowledge and data sovereignty rights are respected, and any Indigenous Knowledge cited in this document is owned by the individual or author and can be rescinded or withdrawn at any time. Additional discussion on Indigenous Knowledge can be found in the [SocioEcon and Cultural Impacts Analysis Report](#), Section 9.

## What Alternatives Were Considered?

### **Alternative 1 - No Action Alternative**

The No Action Alternative provides a baseline comparison for how old-growth forest direction in land management plans would change. Under the no action alternative, current land management plan (LMP) content would continue to guide management of old-growth. No changes would be made to old-growth related plan components unless done so at the unit-level during plan revision or through programmatic or project-specific plan amendments. This plan-by-plan revision or amendment approach would not provide a consistent framework for managing old-growth across the National Forest System.

### **Alternative 2 – Modified Proposed Action (Preferred Alternative)**

The [Notice of Intent](#) to prepare an Environmental Impact Statement proposed amending all LMPs identically. In response to comments that some LMPs may not need to be amended given forested conditions in the planning area or may not need to be amended to the full extent given recent amendments/revisions, the agency did a detailed review of existing LMP content and forested conditions on grasslands to determine a more strategic, plan-specific amendment approach. See [Appendix C, Comparison of Current Management of Old-Growth to Amendment](#) for the Draft EIS for a discussion of the process used to conduct this review and reach determinations for how various plans would be exempted or amended.

Six grassland LMPs and one National Forest LMP are being exempted from the amendment based on determinations that the planning areas governed by the LMPs contain limited forested acres and do not warrant an amendment of this scope and scale. For those grasslands that do not have a LMP specific to the grassland (i.e. the grassland is incorporated under a LMP for a national forest), the grassland will be subject to the amendment that applies to the national forest LMP. See Appendix C (link above) for a list of the LMPs exempted from the amendment and additional explanation of how these LMPs were identified.

For LMPs being amended, the following would be added to each LMP: statement of distinctive roles and contributions, goal, management approach, desired conditions, objectives, standards, guidelines,



and plan monitoring requirements (listed below). See Appendix C (link above) for a list of the LMPs that will receive the full amendment.

See Table 1 in Chapter 2 under [Alternative 2 – Modified Proposed Action](#) for plan components/content proposed as part of this alternative. The proposed plan components and other plan content in the Modified Proposed Action are included in the first column. To help inform public feedback, the second column in the table describes the agency’s intent and identifies what changed between the scoping notice and this proposed action.

This is the preferred alternative.

### **Alternative 3 – More Restrictive Standards for Old-Growth**

Alternative 3 responds to recommendations to restrict all commercial timber harvest in old-growth forests to provide further protections for old-growth forests. This would not prohibit other vegetation management actions from occurring; however, the removal of commercial timber harvest as a management tool could impact the ability to use other tools. For example, prescribed fire may be precluded if there is no ability to thin and remove larger vegetation.

The following refers to the standards as described in Alternative 2.

**Standard 3 would be updated to read as:** *Proactive stewardship in old-growth forests shall not result in commercial timber harvest.*

### **Alternative 4 – Less Restrictive Standards for Old-Growth**

Alternative 4 responds to recommendations to allow timber production to be a primary driver for vegetation management in old-growth forests.

The following refers to the standards as described in Alternative 2.

**Standards 2.a and 2.b, and 3 would be dropped entirely.**

## **What Major Conclusions Were Made Based on the Analysis?**

### **Ecology**

All action alternatives contain the same desired conditions, guidelines, objectives, management approaches and monitoring requirements. This suite of plan components, along with other plan content common to all action alternatives, is designed to encourage management actions that maintain or restore the structure, function, and composition of old-growth forests, reduce vulnerability to disturbance, contribute to the promotion of ecological integrity, and increase climate resilience. This will enhance the resiliency and adaptability of old-growth and foster its occurrence, stability, and connectivity. As such, all action alternatives will support ecosystem integrity and ecosystem services associated with old-growth forests such as biodiversity, carbon storage and stability, and water quality.

The difference between action alternatives are the standards, which influence the rate and manner of obtaining the desired conditions. Regardless of the standards, desired conditions are binding on projects and the shared desired conditions among the action alternatives mediates effects of differences between the standards in the alternatives. The primary ecological differences among

action alternatives are based on their anticipated impact on the rate of achieving desired conditions. The following conclusions were made for the action alternatives:

- **Alternative 2:** This alternative prohibits proactive stewardship in old-growth forests for the purpose of timber production (NOGA-FW-STD-03 as described for this alternative). This standard, along with NOGA-FW-STD-02a, ensures that the sole purpose of proactive stewardship will be to promote the composition, structure, pattern, or ecological processes necessary for old-growth forests to be resilient and adaptable to stressors and likely future environments. This alternative, within the scope and scale of the amendment, is intended to further land management plans toward ecological integrity for old-growth forests and is anticipated to have a net-positive effect on the extent of old-growth forests and upon associated species, habitats, and ecosystem services. Given the combination of NOGA-FW-STD-03 and the preservation of all management tools that could help implement proactive stewardship activities, including commercial timber harvest, Alternative 2 is anticipated to lead to the achievement of desired conditions at the fastest rate.
- **Alternative 3:** This alternative prohibits commercial timber harvest in old-growth for proactive stewardship (NOGA-FW-STD-03 as described for this alternative). From an ecological perspective, the anticipated negative effects of reducing the rate of proactive stewardship by limiting vegetation management tools – and thereby accepting avoidable loss of old-growth – likely outweighs any potential benefits of ensuring that commercial timber harvest does not negatively influence old-growth management decisions. The alternative is likely to be less effective at achieving desired outcomes under the old-growth amendment because it would limit ecologically necessary proactive stewardship activities governed by NOGA-FW-STD-2a. Consequently, the rate of restoration of old-growth will be slowest under this alternative because the agency’s ability to restore old-growth resiliency and achieve desired conditions would be more limited with the removal of commercial harvest as a management tool.
- **Alternative 4:** This is considered the least restrictive with regards to timber production and timber harvest as the only standard it retains is NOGA-FW-STD-1. By omitting NOGA-FW-STD-2a, NOGA-FW-STD-2b, NOGA-FW-STD-2c and NOGA-FW-STD-3, vegetation management in old-growth may be for purposes other than proactive stewardship. However, the plan components common to all action alternatives – including desired conditions, objectives, and guidelines in addition to required monitoring elements and management approaches – would still guide old-growth management towards greater ecological integrity. As such, the rate of progress towards desired conditions under this alternative would likely be second fastest only to Alternative 2 because all management tools are available, but not all vegetation management in old-growth is necessarily optimized for proactive stewardship purposes.

## Species

**Endangered Species Act (ESA):** During Spring 2024, the Forest Service initiated conversations with U.S. Fish and Wildlife Service and National Marine Fisheries Service concerning ESA compliance for the old-Growth amendment. After a series of technical assistance meetings, the three agencies determined Section 7 consultation was not warranted for the old-growth amendment at this time. The agencies determined that reasonable certainty of effects to species does not exist because of the national scale and programmatic nature of the old-growth amendment. The Forest Service

commits to Section 7 consultation for any future old-growth conservation actions where impacts to listed species would occur.

**Sensitive Species and Species of Conservation Concern:** The old-growth amendment represents a programmatic decision that guides future management. It neither compels nor authorizes any on-the-ground type of action. The proposed old-growth amendment encourages units to plan and implement projects (subject to funding) that would be supportive of ecological stewardship of old-growth. As such, the old-growth amendment could have indirect effects to species that occur in old-growth supportive habitat types. Direct impacts stemming from projects implementing the amendment would be analyzed at the project level.

For these species it was determined that the impact of the old-growth amendment would be “May Impact Individuals or Habitat” (MIIH). Use of this determination indicates that the proposed amendment will not cause a trend towards federal listing under ESA, nor cause a loss of viability in the planning area. For species that occur in old-growth supportive habitat, impacts of the amendment are likely to be negligible or beneficial. For species occurring outside old-growth supportive habitat, the impacts of the amendment are likely to be negligible as the amendment does not change management of other seral stages. Early seral stages would continue to be created through natural disturbance (e.g. wildfire). Other seral stages, such as mature, may be managed for recruitment to future old-growth but this is not anticipated to lead to a noticeable reduction of habitat given the scale at which mature forest and other stages exist across the National Forest System.

### **Tribal Rights and Interests**

Honoring Tribal sovereignty, the trust responsibility, Treaty Rights, and compliance with Federal regulations pertaining to federally-recognized Tribes is required for all Forest Service activities that have the potential to affect Treaty resources, Tribal access to Treaty resources, areas of Tribal importance, or sacred sites and this would not change under any action alternatives. All action alternatives promote proactive stewardship in old-growth forests on National Forest System lands. In areas where these types of activities are currently rare, all action alternatives have the potential to cause effects to Treaty Resources, areas of Tribal importance, sacred sites, and cultural keystone species associated with old-growth forests when implemented at the unit level. The amendment does not authorize any specific projects or work on the ground; consultation will be required under all alternatives at the project level to determine the potential for adverse effects from ground-disturbing activities in old-growth forests.

Compared to the no-action alternative, all action alternatives are anticipated to result in more beneficial effects for Tribal interests on National Forest System lands because they include plan components that direct units to incorporate Indigenous Knowledge as an equal with Western science in the management of old-growth forests; develop an *Adaptive Strategy for Old-Growth Forest Conservation* in consultation with Tribes and Alaska Native Corporations; determine old-growth based on unit- or regional-level definitions; perform proactive stewardship to promote resilient old-growth forests, including associated culturally significant species or values; and initiate at least one co-stewardship project with interested Tribes within two years of the record of decision.

### **Social, Cultural and Economic Conditions**

Under all alternatives, the amendment contributes to social and economic sustainability through provision of multiple uses in the areas surrounding NFS lands. Alternative 3 contributions to social and economic sustainability may be less than the other alternatives because less restoration related

economic activity would contribute to rural well-being without funding for restoration through commercial timber sales. In addition, Alternative 3 would not provide the level of ecosystem services associated with the improved ecosystem integrity of the other alternatives.

Additional considerations were given to the following resource and program areas:

**Cultural and Historic Resources:** Under all action alternatives, the amendment represents a statement of policy and change in management direction that will inform future projects, but the amendment itself does not authorize any specific projects or work on the ground with the potential to cause effects to historic properties. When individual Forest Service units begin planning projects to implement work on the ground as guided in this amendment, those projects with specific actions will trigger a Section 106 review as part of the environmental analysis process.

**Ecosystem Services:** All plan components in the action alternatives are intended to conserve the characteristics and functions of old-growth forests that provide a variety of ecosystem services and associated values for people. Because ecosystem services are a function of ecosystem integrity, and all action alternatives provide for ecological integrity of old-growth forests, all action alternatives are expected to contribute to a range of old-growth forest ecosystem services. Between alternatives, those that provide for the most resilience in old-growth forests are expected to be most beneficial for contributions to ecosystem services.

**Lands Special Uses and Landownership Adjustments:** Under all the alternatives, current Lands special use authorizations would not be affected since the alternatives allow for reasonable actions that would ensure the safety and reliability of operations or activities. Landownership adjustment mandatory conveyances would, by their nature, also be insulated from old-growth restrictions. New special use proposals and discretionary landownership adjustments would require consideration for compliance with the old-growth amendment if approved. In cases where a project-level plan amendment would be needed for activities or the discretionary landownership adjustment would not align with the *Adaptive Strategy for Old-Growth Forest Conservation*, the responsible official may decide to forego the activities or landownership adjustment altogether, which could have potential consequences for Lands special uses.

**Mineral and Energy Resources:** The potential for spatial overlap between mineral and energy resources and old-growth forest is minimal due to the small percentage of NFS lands currently known to be occupied by both resources. However, mineral operations could occur in old-growth forests as the proposed old-growth amendment is subject to valid existing rights for use and occupancy and the proposed old-growth amendment does not change the mineral status of the lands (i.e., does not propose a mineral withdrawal). There could be potential effects to the management and development of mineral and energy resources and there could be measurable effects to individual units of old-growth forests from minerals management. However, these effects are reduced by the agency's ability to apply environmental protection measures (design features and mitigation measures) and collaborate with mineral proponents on project design to ensure compliance with all laws, regulations, and policy.

**Rangelands and Grazing:** Livestock grazing and rangeland management approaches are designed and analyzed at the project level. Authorized livestock grazing and associated rangeland management activities must be designed and implemented in a manner that is consistent with the applicable plan components of the relevant land management plan. The old-growth amendment is not anticipated to adjust plan components associated with existing relevant land management plans to a degree that would impact existing and/or future grazing and/or livestock use permits. Therefore,

there are no anticipated impacts to livestock grazing opportunities on National Forest System lands, nor impacts to the economic and social well-being of permittee holders.

**Recreation and Recreation Special Uses:** Old-growth forests overlap with many recreation assets and settings and valid authorizations for occupancy and use. All alternatives allow for continued management of nearly all existing recreation sites, facilities, and assets; continuation of existing special use authorizations; and implementation of activities that have already been analyzed and approved without additional planning and analysis. All new recreation developments (developed recreation, roads, trails, special uses, and ski areas) will be designed and analyzed at the project level. Projects which are in areas characterized by old-growth forest may need to survey the project area for old-growth, and associated survey burdens may be incurred by the forest or project proponents. In instances where the activities are not compliant with NOGA-FW-STD-02b and deviations in NOGA-FW-STD-02c do not apply, a project-level plan amendment may be necessary for the project to proceed. In some cases, the deciding official may decide not to pursue a project-level plan amendment and forego the project altogether, with potential consequences for recreation and loss of economic benefits.

**Timber:** The proposed old-growth amendment does not change lands suitable for timber production. Old-growth forests will remain forested lands as a part of this amendment process. The amendment also does not propose special designation status (e.g. roadless, a new management area in the land management plan etc.) for old-growth forests. While the amendment proposes constraints on the purpose of vegetation management activities in old-growth forests, it is recognized these are dynamic systems and areas that currently meet the definition (and associated criteria) of old-growth could no longer meet the definition/criteria in the future – for example, due to natural disturbance (e.g. wildfire, insect and disease). Should this occur, these areas would no longer be subject to the old-growth amendment. The amendment also does not change Allowable Sale Quantity (ASQ) or Projected Timber Sale Quantity (PTSQ) because the projected timber sale quantity includes volume from timber harvest for any purpose from all lands in the plan area based on expected harvests that would be consistent with the plan components.

Nationally, the timber industry is unlikely to be impacted by the amendment, although regional impacts may occur. Forest industry in the U.S. shifted away from old-growth logging and milling in the 1990s in all U.S. regions other than Alaska. The timber industry adjusted to steep declines in Forest Service harvest in the 1990s by retooling to mill smaller diameter trees and shifting to timber sourced from state and private lands. The lack of large log milling may hinder restoration and other vegetation management activities to improve ecological conditions in or near old-growth forests, creating some uncertainty whether the lack of capacity for large log milling may exacerbate ecological risk identified in the [\*Mature and Old-Growth Forests: Analysis of Threats on Lands Managed by the Forest Service and Bureau of Land Management\*](#) report.

The old-growth amendment is unlikely to create a shortfall in the national supply of timber but may increase pressure to harvest additional Forest Service acres. The majority of wood consumed in the United States originates from state and private lands and imports (Johnston et al. 2023). As of 2019, only 3 percent of national timber consumption originated from Forest Service lands. In addition, based on FIA remeasurement analysis, areas of old-growth where tree cutting occurred was only 4.7 percent of the total tree cutting across all Forest Service lands from 2000 to 2020. Thus, because the old-growth amendment is unlikely to have major effects on timber supplied from the National Forest System, no effects are expected on traditional timber industry jobs in logging, wood product manufacturing, and pulp production.

## How Can Feedback be Provided on the Draft EIS?

**Submit Comments Online (preferred) or Hardcopy.** Comments must be submitted online through the Comment Analysis and Response Application (CARA) (preferred) or hardcopy.

- **Online through CARA (preferred):** Submit comments via webform at <https://cara.fs2c.usda.gov/Public//CommentInput?Project=65356>.
- **Hardcopy** letters must be submitted to:

Director, Ecosystem Management Coordination  
201 14th Street SW, Mailstop 1108  
Washington, DC 20250-1124

Comments must be submitted by **September 20, 2024**.

As online through CARA and hardcopy are the two platforms for accepting comments, comments submitted outside these methods will not be prioritized for consideration and response; however, they will be included in the project record. Also see [How to Submit Comments on the Draft EIS](#) for further tips on how to submit comments that are most helpful to the agency and Department.

The agency will continue to conduct consultation and engagement with interested Tribes on the proposed action, and how the amendment can reflect and incorporate Tribal values, interests, and priorities. The agency will also continue to engage in regular meetings with interested State and local government representatives (including county and conservation district representatives) and will engage with cooperating agencies.

## When Will the Final EIS be Published and How Will Notice be Provided?

The goal is to publish the final EIS in the winter of 2024. A Notice of Availability will be published in the Federal Register. Additionally, notice will be provided via email to those who provided comments during the Draft EIS comment period or the earlier scoping period.

## When is a Decision Anticipated?

Plans amendments proposed by the Secretary of Agriculture are not subject to the pre-decisional administrative review procedures set forth in 36 CFR 219 Subpart B. A decision by the Secretary constitutes the final administrative determination of the U.S. Department of Agriculture (36 CFR 219.51(b)).

The Secretary of Agriculture could make a decision as early as 30 days after publication of the notice of availability in the Federal Register for the Final EIS (40 CFR 1506.11(b)(2)). The plan amendment would be effective 30 days after publication of notice of its approval in the Record of Decision (36 CFR 219.17(a)(2)). Notice of the availability of the Record of Decision will be provided to interested or affected parties as soon as practical after signing (36 CFR 220.5(g)).

**From:** [Nevada Water Resources Association](#)  
**To:** [Kathy Bowling](#)  
**Subject:** [EXTERNAL] 2024 Fall Symposium Raffle - TODAY ONLY!  
**Date:** Thursday, September 12, 2024 11:26:07 AM

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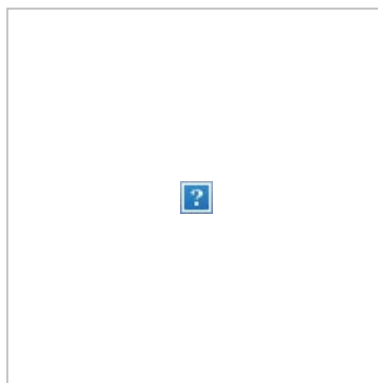
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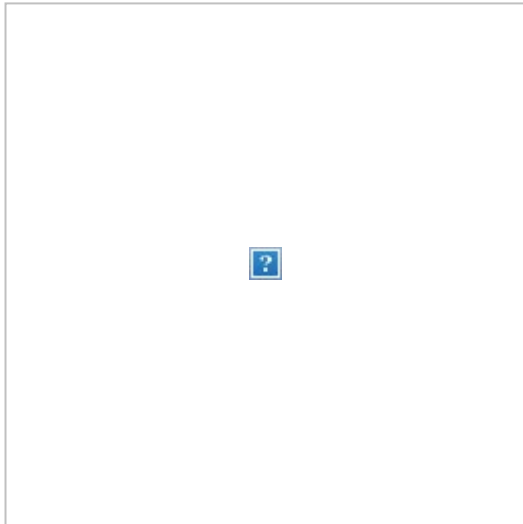
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**From:** [Nevada Water Resources Association](#)  
**To:** [Kathy Bowling](#)  
**Subject:** [EXTERNAL] An Invitation to Exhibit During the 2025 NWRA Annual Conference Week!  
**Date:** Thursday, September 12, 2024 1:01:43 PM

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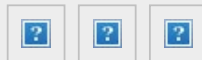
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**From:** [Nevada Water Resources Association](#)  
**To:** [Kathy Bowling](#)  
**Subject:** [EXTERNAL] Order your NWRA Swag!  
**Date:** Tuesday, September 10, 2024 1:30:48 PM

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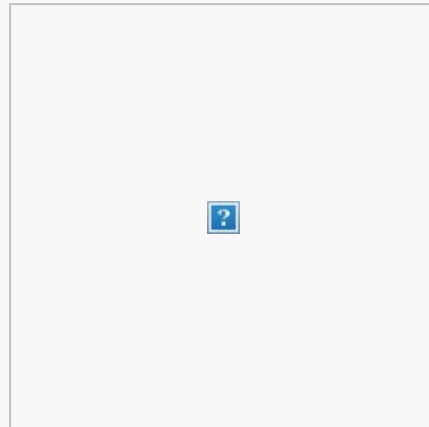
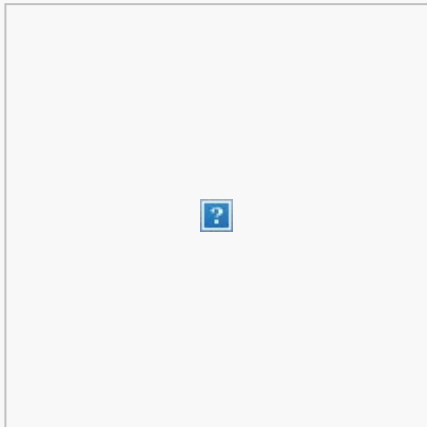
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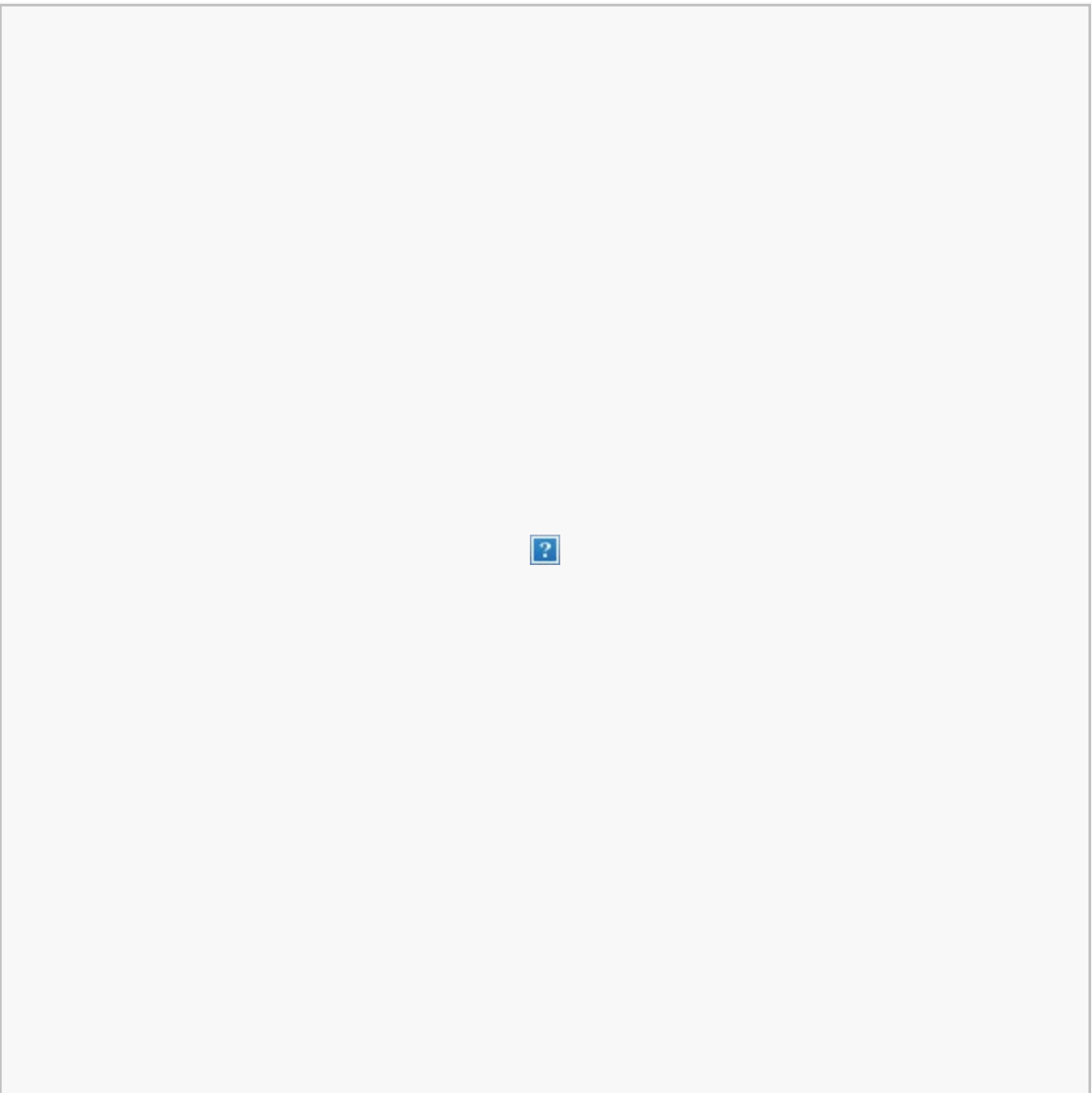
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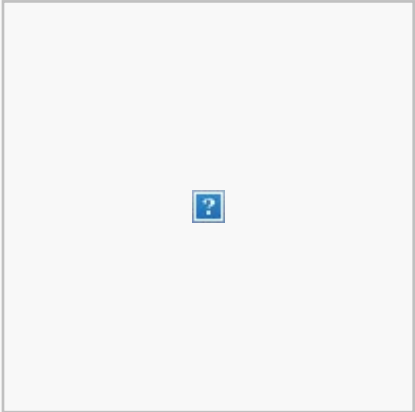
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# Town of Crescent Valley

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Crescent Valley, NV 89821  
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## Crescent Valley Town Advisory Board

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**\*\* Chair Jeremy Rice\*\* Vice-Chair Diana Kersey \*\* Member Darcey Winkelkotter\*\***

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*Posted on or before September 12, 2024*

### **Agenda** **September 18, 2024 @ 5:00 PM**

**NOTICE IS HEREBY GIVEN** that the Crescent Valley Town Advisory Board will meet on **September 18, 2024, at 5:00 p.m.** in the Crescent Valley Town Center located at 5045 Tenabo Avenue, Crescent Valley, Nevada.

Items on the agenda may be taken out of the order presented at the discretion of the Chair. Items may be removed from the agenda prior to, or during, the meeting; related items may be combined for discussion. The phrase "(For Possible Action)" after an agenda item means the Board may, but is not required to, take action on an item. Supporting materials for meetings may be obtained by contacting the Board Secretary at 775-468-0326. Posted in Crescent Valley at: Crescent Valley Town Hall, Crescent Valley Library, Crescent Valley Senior Center and Crescent Valley Mailboxes. This agenda is posted electronically on the Eureka County ([www.co.eureka.nv.us](http://www.co.eureka.nv.us)) and Nevada ([www.notice.nv.gov](http://www.notice.nv.gov)) websites. **Notice to persons with disabilities:** If you require special assistance, please notify the Board Secretary at 775-468-0326 prior to the meeting.

#### **A. CALL TO ORDER**

- a. Approval of the agenda notice with addition of any emergency item and/or deletion. *Unless otherwise stated, items may be taken out of the order presented on the agenda at the discretion of the Chair. (For Possible Action)*
- b. Pledge of Allegiance.

#### **B. ROLL CALL**

#### **C. PUBLIC COMMENT**

- a. Public comment and discussion. *Notice: No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action may be taken. Public comment may be limited to three (3) minutes per person. Public comment may be allowed on ACTION items, in addition to the two times specified on the agenda. (Discussion)*
- b. Consider items requiring action to be placed on the agenda for the next regular meeting. *Notice: The public is welcome to request agenda items for future meetings during the Public Comment period or may consult with one or more of the Town Board Members independently to request agenda items for future meetings. (Discussion)*

#### **D. MINUTES**

- a. Approval of minutes from the August 21, 2024 meeting. *(For Possible Action)*

#### **E. CHRISTMAS EVENT**

- a. Discuss, approve, or deny modifying the date for the Christmas Events to December 21, 2024. *(For Possible Action)*

**F. CRESCENT VALLEY FIRE DEPARTMENT**

- a. Update from the Crescent Valley Fire Department. *(Discussion)*

**G. COMMISSIONER MEETING UPDATE**

- a. Update from the September 17, 2024 Board of County Commissioner meeting. *(Discussion)*

**H. CORRESPONDENCE**

- a. Review and discuss correspondence, and, if needed, place any topic on next agenda for discussion or action. *(Discussion)*

**I. PUBLIC COMMENT AND DISCUSSION**

- a. Public comment and discussion. *Notice: No action may be taken on a matter raised under item until the matter has been specifically included on an agenda as an item upon which action may be taken. Public Comment may be limited to three (3) minutes per person. Public comment may be allowed on ACTION items, in addition to the two times specified on the agenda. (Discussion)*
- b. Consider items requiring action to be placed on the agenda for the next regular meeting. *Notice: The public is welcome to request agenda items for future meetings during the Public Comment period, or may consult with one or more of the Town Board Members independently to request agenda items for future meetings. (Discussion)*

**J. ADJOURNMENT**

- a. Adjournment of meeting. *(For Possible Action)*



September 11, 2024

Dear Eureka County Commissioners,

My name is Crystal Newton and I have been a business strategist for over 20 years. I retired and moved to Humboldt County, NV in 2018, over six years ago now. Despite retiring, I started a sustainability non-profit 501(c)3 in 2020 and purchased an agricultural irrigation company in 2021. I even ran for a Humboldt County Commission seat this year, but lost in the primary. Over the past six years, I have developed a new desalination system that has the potential of solving the freshwater crisis and that system currently has an application filed with the US Patent Office. I have plans to install the system in Sonora, Mexico and use that water to restore the Colorado river. If this technology has successful distribution and market adoption, it has the potential to solve the global water crisis at large.

During the course of solving the water problem, I concluded that the largest problem with our natural resources was not a lack of implementable solutions; but a lack of will to efficiently implement them. Citizens have become too dependent on their government for solutions and are now being encumbered by government bloat; problems aren't getting solved anymore. At first, this seemed like an impossible problem to try to tackle. But after studying the cultures of the stone age, I have figured out that building a monument is an elegant and practical society development tool. Monuments bring people together, give them a sense of responsibility for their land and generate tremendous economic development. If we want the problem solving attitude to return to our Culture, we need to have a sense of ownership and a common brand. Building a monument produces this result.

Eureka County is an ideal location for a monument for several reasons. It has no building codes, it is sparsely populated, it contains all the raw building materials needed to build the monument and offers Eureka a new source of economic development. Our Building Project is scheduled to last over 40 years and the monument building component would produce an estimated gross revenue of over \$15 billion. Should Eureka decide to endorse and support this project, our nonprofit would offer the County a percentage of our revenue. The only thing our corporation is asking from Eureka County is help locating an appropriate property for the monument and to have that land dedicated to us. We need this land dedication and a letter of support from the County in order to complete our pitch deck for investors and start raising capital.

I would like the opportunity to present my project to both the Planning Commission and the Board of Commissioners of Eureka County. I have a Business Plan to provide to you and it outlines every component of our project. An overview of my non-profit and its projects can be found at our website: [www.uspyramids.com](http://www.uspyramids.com).

Thank you for your time in reviewing this letter, I look forward to your response.

Crystal Newton

775-421-6998

[www.uspyramids.com](http://www.uspyramids.com)

[www.greatbasinirrigation.com](http://www.greatbasinirrigation.com)

[www.crystalfornevada.com](http://www.crystalfornevada.com)

**From:** [Jake Tibbitts](#)  
**To:** [County Commission](#)  
**Subject:** FW: Greenlink North Transmission Project: 90-Day Comment Period (CA)  
**Date:** Tuesday, September 10, 2024 12:23:30 PM

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For BoCC correspondence.

Thanks,  
Jake

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**From:** BLM\_NV\_GreenlinkNorth <blm\_nv\_greenlinknorth@blm.gov>  
**Sent:** Tuesday, September 10, 2024 6:25 AM  
**Subject:** [EXTERNAL] Greenlink North Transmission Project: 90-Day Comment Period (CA)

**CAUTION: This Message originated outside your organization.**

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Today the Bureau of Land Management published the Draft Environmental Impact Statement for the Greenlink North Transmission Project, between Ely and Yerington, Nevada. During the 90-day public comment and review period, the Bureau of Land Management will host a combination of virtual and in-person meetings. For more information, go to the project website at: <https://eplanning.blm.gov/eplanning-ui/project/2017033/510>

Brian L. Buttazoni  
*Project Manager/NEPA Specialist*  
Renewable Energy Coordination Office  
775-861-6491



## Notice of Workshop to Solicit Comments on Proposed Rulemaking under Nevada Administrative Code Chapter 445B

The Nevada Division of Environmental Protection (NDEP) is proposing regulations that will amend Nevada Administrative Code (NAC) 445B. The following workshop has been scheduled to solicit comments from persons interested in the amendment, which is described below. The workshop agenda is on the reverse side of this announcement.

**September 23<sup>rd</sup>, 2024**  
**2:00 PM – 4:00 PM**

**Bonnie B. Bryan Boardroom**  
**1<sup>st</sup> Floor**  
**901 S. Stewart Street**  
**Carson City, NV 89701**

**Red Rock Conference Room**  
**Suite 200**  
**375 East Warm Springs Road**  
**Las Vegas, NV 89119**

### Virtual Meeting Information via Microsoft Teams

Join on your computer or mobile app: [Click here to join the meeting](#)  
Call In (audio only): +1 (775) 321-6111, Conference ID: 268 347 727#

If receiving this document as a hard copy, you can access the meeting information at <https://ndep.nv.gov/posts> and search for the **BAQP Workshop Notice**

**Permanent Regulation R144-24 (P2024-09):** The NDEP is proposing to adopt regulation into the Nevada Administrative Code (NAC) Chapter 445B relating to the establishment of certain requirements for the Clean Trucks and Buses Incentive Program pursuant to Nevada Revised Statutes (NRS) 445B.932. This regulation prescribes certain requirements for medium-duty or heavy-duty truck eligibility, the application and approval processes for contractors and entities, the schedule for which the NDEP must review applications, applicable requirements for vehicles being replaced by an eligible clean truck or bus, the voucher redemption process, and reporting required from entities that receive incentives from the Program.

Written comments will be accepted for 30 days beginning on September 4<sup>th</sup> and may be submitted via mail to *NDEP, 901 S. Stewart Street, Suite 4001, Carson City, NV 89701* or via email to [ndep.ctbip@ndep.nv.gov](mailto:ndep.ctbip@ndep.nv.gov).

*The proposed amendments and related materials are available on the NDEP website at: <https://ndep.nv.gov/posts>. A copy of materials relating to the proposed regulations may also be obtained at the workshop or from Steve McNeece at NDEP, 901 S. Stewart Street, Suite 4001, Carson City, NV 89701; (775) 687-9493; or e-mail [smcneece@ndep.nv.gov](mailto:smcneece@ndep.nv.gov). Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify Steve McNeece no later than 3 working days before the workshop. This notice has been posted on the official State website, the Nevada Legislature website and the NDEP website, at the NDEP offices in Carson City and Las Vegas, at the State Library in Carson City and at County libraries throughout Nevada.*



## Public Workshop to Solicit Comments on Proposed Rulemaking under Nevada Administrative Code Chapter 445B

September 23<sup>rd</sup>, 2024  
2:00 PM – 4:00 PM

Bonnie B. Bryan Boardroom  
1<sup>st</sup> Floor  
901 S. Stewart Street  
Carson City, NV 89701

Red Rock Conference Room  
Suite 200  
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### AGENDA

(No action items)

1. Welcome, introductions.
2. Review of agenda; regulation adoption timeline.
3. Presentation of proposed regulation R144-24 (P2024-09): The proposed adoption of regulation into NAC 445B will set certain requirements for the Clean Trucks and Buses Incentive Program pursuant to Nevada Revised Statutes (NRS) 445B.932.
4. Public comments and questions on proposed regulation R144-24 (P2024-09) \*.
5. Adjourn.

\* Public comment may be limited to five minutes per person at the discretion of the chairperson. The chair reserves the right to dispense with repetitive comments on a given topic.

The proposed amendments and related materials are available on the NDEP website at: <https://ndep.nv.gov/posts>. A copy of materials relating to the proposed regulations may also be obtained at the workshop or from Steve McNeece at NDEP, 901 S. Stewart Street, Suite 4001, Carson City, NV 89701; (775) 687-9493; or e-mail [smcneece@ndep.nv.gov](mailto:smcneece@ndep.nv.gov). Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify Steve McNeece no later than 3 working days before the workshop. This notice has been posted on the official State website, the Nevada Legislature website and the NDEP website, at the NDEP offices in Carson City and Las Vegas, at the State Library in Carson City and at County libraries throughout Nevada.



# School of Public Health

*Making Health Happen<sup>sm</sup>*

Dear Eureka County,

The School of Public Health, Department of Public Health Practice offers an online MPH degree. This is a year-round program with admissions throughout the calendar year. Application deadlines are July 27 (fall semester), December 15 (spring semester), and April 6 (summer semester)

Public Health practitioners plan, strategize and recommend ways to improve public health information management. Other potential careers can include public health leadership, crisis communicators, emergency planners, health equity and equality advocates, educators, or government administrators.

The curriculum is structured around the most important public health topics and a curated concentration to prepare you for real-world success. This is a 45-credit hour program and requires students to complete:

- 21 credit hours in Core Curriculum
- 18 credit hours Specialization (Public Health Practice)
- 3 credit hours Practicum
- 3 credit hours Capstone.

The flyer attached has a QR code to learn more about the program and to apply. You can also go to [MPHOnline@unr.edu](mailto:MPHOnline@unr.edu) or call (775) 666-6675.

Sincerely,

Bonnie Coker  
Administrative Assistant  
[bcoker@unr.edu](mailto:bcoker@unr.edu)

School of Public Health  
1664 N. Virginia Street  
University of Nevada, Reno/274  
Reno, Nevada 89557-0274  
(775)784-4041 office  
(775)784-1340 fax  
<http://unr.edu/public-health>



School of Public Health  
University of Nevada, Reno



## START YOUR JOURNEY AND **EARN YOUR MPH ONLINE** TO BEGIN A **SUCCESSFUL CAREER** IN THE GROWING PUBLIC HEALTH FIELD



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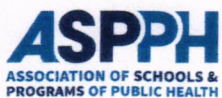


Applied Learning  
and Innovation



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Our career-oriented program is focused on preparing students for the next generation of public health needs, flexible schedules for working professionals and finding success in public health.



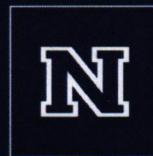
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(775) 666-6675



LEARN MORE AND  
APPLY NOW

# Donor Management and Transplantation Science Certificate Program



University of Nevada, Reno

## School of Public Health

Making Health Happen.™

The online Donor Management and Transplantation Science Certificate Program (DMTS) provides critical training for the leadership, management and coordination of the organ and transplantation process.

The program will prepare graduates for work in most organ procurement organizations (OPO) in a variety of positions.

Visit the [Donor Management and Transplantation Science Program](#) catalog.



This 15-credit online certificate program serves post-baccalaureate students working in the health care sector, such as nurses, PAs, MDs, DOs, public health professionals, respiratory therapists and other health care practitioners.

Internship opportunities will be provided in coordination with organ procurement organizations (OPOs) and institutions related to organ transplantation across the country.

For more information, contact Program Director Nilay Etiler, MD, at [netiler@unr.edu](mailto:netiler@unr.edu) or (775) 682-6258

### Program Requirements:

- PBH 672 Introduction to Organ Procurement and Transplantation (3 units)
- PBH 717 Advanced Pathophysiology (3 units)
- PBH 620 Essentials of Organ Donation and Transplantation Management (3 units)
- CHS 756 Organizational Behavior and Leadership in Health Services (3 units)
- PBH 651 Internship of DMTS (3 units)



[CLICK TO APPLY](#)



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University of Nevada, Reno

**School of Public Health**

*Making Health Happen.<sup>sm</sup>*

## Dean Muge Akpinar Welcomes You to the SPH April Newsletter



President Brian Sandoval, Dean Muge Akpinar and Provost Jeff Thompson at the School of Public Health ribbon-cutting ceremony

Welcome to April everyone! As we bid farewell to the chill of winter and embrace the incoming warmth of spring, we have many new and exciting things to celebrate this season. First and foremost, the new and home of the School of Public Health!

This wonderful new space would not have been possible without the support from university leadership, community members, faculty and our esteemed donors. Words alone cannot express the gratitude I have for this beautiful gift that will serve our school for generations to come. Thank you all for your tremendous encouragement, assistance and patience!

In other congratulatory news, I'm excited to share that [Clinical Associate Professor, Jennifer Carson, Ph.D.](#), has been honored with the University's Established Innovator Award. The committee unanimously voted to recognize her exceptional contributions to dementia care. I have no doubt she will continue to thrive and positively impact our school.



Next, I'm pleased to announce that [Professor Peter Reed, Ph.D., MPH](#), has received the University's Distinguished Outreach and Engagement Faculty Award! Peter's dedication to community impact and his outstanding outreach efforts truly embody our institution's values.

Let's also celebrate [Professor Karla Wagner, Ph.D.](#), for being honored with the Foundation Professor Award in recognition of her excellence in teaching, research and service.

In addition, I'm delighted to share that [Nancy Roget M.S., MFT](#), has been selected as the recipient of this year's Foundation Outstanding Leadership/Supervisor Award. Nancy's passion, leadership and unwavering commitment have always shone through. Her achievements and leadership are truly inspiring!

Also, [Kristen Quigley, a dual Ph.D. Neuroscience and MS-KIN student](#), has been named one of this year's Outstanding Graduate Researcher Award recipients. Please join me and Kristen's advisor, [Assistant Professor Nicholas Murray, Ph.D., M.A.](#), in applauding Kristen for this achievement!

All students welcome!

### COLLEGIATE RECOVERY WEEK

- 4/15** Wear Purple Day, Tabling front of JSCU 1PM to 3PM
- 4/16** Yoga + Meditation w/ NevadaCARES, WRB 1001, NRAP lounge patio 12 PM to 2PM
- 4/16** UNR vs Oregon State baseball game, meet at NRAP lounge WRB 1001: 5:45
- 4/17** Naloxone Training w/ASUN AB 106 @ 5PM-6:30PM
- 4/18** Stay Pawsitive w/ Counseling @KC 11AM-1PM
- 4/18** DIY Journal with TarablyCreative 4PM-6PM @ NRAP lounge WRB 1001
- 4/19** NRAP Collegiate Recovery Social 11AM-2PM, WRB 1001 NRAP lounge
- 4/20** Hike to the N @ 10AM-1PM, Meet at NRAP lounge, WRB 1001

**NRAP**

Lastly, Nevada's Recovery and Prevention (NRAP) is celebrating Collegiate Recovery Week April 15-20 with multiple events and activities on campus and will be taking over the University's Instagram account on Monday! I encourage you to give them a follow and visit any one of their upcoming events.

- [NRAP's Facebook Page](#)
- [NRAP's Instagram](#)

As always, my door is open for any questions, suggestions or feedback you may have. Together, let's make April a month of growth, unity and renewed energy!

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## Upcoming SPH Events

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**Delta Phi Honorary Society  
Poster Competition  
and  
Master of Public Health  
Capstone Project Showcase**

Join our faculty and community partners as graduating Master of Public Health students share their capstone projects and other students present their research. It will be held Monday, April 29, in the Joe Crowley Student Union in the 4th floor ballrooms from 4 – 6:30 p.m.

**Celebration of Graduation  
and  
Award Ceremony**

Please join us for our Celebration of Graduation and Award Ceremony on Friday, May 17. The event will be held Friday, May 17. It will be held in the Joe Crowley Student Union in the 4th floor ballrooms from 2 – 4:00 p.m. [Please RSVP to the event by May 3.](#)

**Commencement**



Join us Saturday, May 18, 9 a.m. - 12:00 p.m at the University Quadrangle to see the School of Public Health class of 2024 graduate! All ceremonies will be live-streamed. [Learn more here.](#)



Nevada's Recovery and Prevention invites you to register for the R5K Run/Walk and Recovery Celebration, which will be held on Saturday, September 28, in celebration of National Recovery Month. [Learn more and register here.](#)

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## **Department and Center News and Announcements**

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# Kinesiology



The Department of Kinesiology is greenlighting the state of Nevada's first collegiate minor focused on outdoor programming. The Outdoor Adventure and Leadership (ODAL) Minor will offer students curriculum in outdoor leadership, recreation and stewardship. Courses include a range of lectures, field experiences and leadership opportunities in the Sierra Nevada, Great Basin and Lake Tahoe regions. The program will prepare students for careers in the growing outdoor adventure tourism industry. Currently, only four universities throughout the Western United States offer outdoor programs. ODAL will help the state of Nevada build our workforce for our growing outdoor economy.

# Biostatistics, Epidemiology and Environmental Health

[Assistant Professor Ann Weber, Ph.D.](#), participated as a speaker and panelist at the "International Symposium on Early Childhood Development and Advancing a Sustainable Future" held in Shanghai, China, on April 6. The symposium was organized to inform planning for China's new national Early Childhood Development (ECD) pilot initiative. Weber's sessions delved into China's plans for assessing the impact of the large-scale ECD program, focusing on both outcome-level and process-level indicators of program effectiveness.



## Health Behavior, Policy and Administration Sciences



**Mia Kirk**

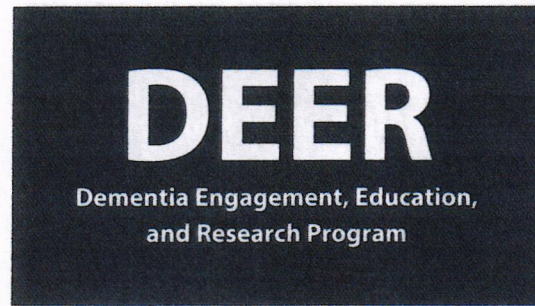
[Mia Kirk, Social Behavioral Health Ph.D. candidate](#), is presenting at the [College on Problems of Drug Dependence \(CPDD\) 86<sup>th</sup> Annual Scientific Meeting](#) in Montreal, Canada this June. Her poster entitled, "*High Concordance between Urine Toxicology Results and Self-Reported Fentanyl Use among People who Use Methamphetamine*", reports the findings from a multi-site CDC funded project (PI: Wagner) of which she has been a Research Assistant since she started the Ph.D. program in 2021. She is excited to share the findings with other substance use researchers, network with leaders in the field and represent the School of Public Health.



Luciana Borges

Also, [Luciana Borges, Social Behavioral Health Ph.D. candidate](#), presented at the Society for Research on Nicotine and Tobacco in Edinburgh, Scotland on March 19!

Lastly, we'd like to wish a special congratulations to MPH Social Behavioral Health Student Muna Emesobum, who received the GSA Outstanding International Graduate Student Award!



Dementia Friendly Nevada—which has an institutional home base in the Dementia Engagement, Education, and Research (DEER) Program—is welcoming a new Community Group into the fold: Dementia Friendly Carson City! Dementia Friendly Nevada is a statewide network of community members each working on the local level to make their communities more respectful, educated, supportive and inclusive of people living with dementia and their care partners. Community Groups span all corners of the state in tribal, rural and urban areas and thanks to the volunteer leadership of the Carson City Senior Center and Nevada Rural Counties RSVP in supporting their staff in being Co-Facilitators of the group, Dementia Friendly Carson City will be the ninth Community Group to launch!

Dementia Friendly Carson City will begin their work with a kickoff event in the coming months to spread word about the new Community Group and spark interest throughout the community in joining the initiative. The Community Group will be seeking members living with dementia themselves and care partners to serve as the experts of lived experience; everything that Dementia Friendly Nevada does is done with a “nothing about us without us” approach. With members at the table, the group will then pursue assessing Carson City’s most significant needs related to supporting the well-being of people living with dementia and care partners so that they can take targeted action in a manner of specific relevance to their community.

If you live or work in the Carson City area and are interested in staying in the loop as the new Dementia Friendly Carson City Community Group gets up and running, reach out to the DEER Program at [DEERprogram@unr.edu](mailto:DEERprogram@unr.edu) or (775) 682-9444.

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# Publications

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- *Outstanding Review:* Li, Chen, Li, Breivik, Abbasi and Li, [What do we know about the production and release of persistent organic pollutants in the global environment?](#), Environ. Sci.: Adv., 2023, 2, 55–68.

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