



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

12/04/2019 8:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

SPECIAL MEETING AGENDA

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JAY CARMONA
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Brothel License Board, Storey County Water and Sewer System Board and the Storey County Liquor and Gaming Board and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda.

All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The Commission Chair reserves the right to limit the time allotted for each individual to speak.

All items include discussion and possible action to approve, modify, deny, or continue unless marked otherwise.

1. **CALL TO ORDER REGULAR MEETING AT 8:00 A.M.**
2. **PLEDGE OF ALLEGIANCE**
3. **DISCUSSION/POSSIBLE ACTION:**

Approval of the Agenda for December 4, 2019.

4. **DISCUSSION ONLY (No Action - No Public Comment): Committee/Staff Reports**

5. **BOARD COMMENT (No Action - No Public Comment)**

6. **DISCUSSION/POSSIBLE ACTION:**

Approval of proposed settlement agreement in the case of Melanie Keener v. Gerald Antinoro and Storey County Case No2:17-cv-00498-RCJ-VPC pending in the United States District Court for the District of Nevada.

7. **PUBLIC COMMENT (No Action)**

8. **ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA**

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon which action will be taken on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.
- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

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

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Commissioners' Office in writing at PO Box 176, Virginia City, Nevada 89440.

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 11/27/2019; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

By Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 8:00 a.m., 12/04/19 (Special Meeting)

Estimate of time required: 30 min.

Agenda: Consent [] Regular agenda [x] Public hearing required [x] (Special Meeting)

1. **Title: Discussion/Possible Action:** Approval of proposed settlement agreement in the case of Melanie Keener v. Gerald Antinoro and Storey County Case No2:17-cv-00498-RCJ-VPC pending in the United States District Court for the District of Nevada.

2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to approve proposed settlement agreement as proposed as related to Melanie Keener v. Gerald Antinoro and Storey County.

3. **Prepared by:** Austin Osborne

4. **Department:** County Manager

Telephone: 775.847.0968

5. **Staff summary:** Court settlement pursuant to said case.

6. **Supporting materials:** Provided at meeting.

7. **Fiscal impact:** None on local government.

i. Funds Available:

Fund:

____ Comptroller

8. **Legal review required:**

____ District Attorney

9. **Reviewed by:**

a. ____ Department Head

____ Department Name: Planning

b. ____ County Manager

____ Other agency review: _____

10. **Board action:**

a. Approved

Approved with Modifications

b. Denied

Continued

i. Agenda Item No. 6

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

This Settlement Agreement and Mutual Release of All Claims (“Agreement”) is made by and between MELANIE KEENER (hereinafter “KEENER”), GERALD R. ANTINORO (hereinafter “ANTINORO”), and STOREY COUNTY, a political subdivision of the State of Nevada (collectively “Parties”).

RECITALS

A. KEENER was employed in the Sheriff’s Office of STOREY COUNTY from 2001 until 2016 at which time she was transferred out of the Sheriff’s Office.

B. On July 13, 2017, KEENER filed a lawsuit against ANTINORO and STOREY COUNTY in the District Court of the State of Nevada for the County of Storey, Case No. 17TRT00001 1E. The lawsuit was removed to federal court, United States District Court, District of Nevada, Case No. 3: 17-cv-00498-RCJ-CBC. KEENER’s lawsuit is referred to in this document as the “Action.”

C. ANTINORO and STOREY COUNTY deny and dispute all the claims and allegations raised by KEENER in the Action.

D. In order to avoid the substantial expense and inconvenience of further litigation, the Parties now desire to fully and finally settle all claims relating to KEENER’s employment with and Action against ANTINORO and STOREY COUNTY. This includes any and all issues and claims that were raised or could have been raised in the Action and any and all claims or potential claims related to KEENER’s employment with ANTINORO and STOREY COUNTY prior to the date of execution of this Agreement, whether or not raised in the Action.

**THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED
HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

Payment shall be made in the gross sum of TWO HUNDRED FIFTY THOUSAND and NO/100 DOLLARS (\$250,000.00) to KEENER and her attorneys to fully and finally settle her Action and all claims relating to her employment against STOREY COUNTY and ANTINORO. Payment shall be made with two checks. STOREY COUNTY shall issue a check payable to KEENER and her attorneys in the amount of EIGHTY THOUSAND and NO/100 DOLLARS (\$80,000.00) and the NEVADA PUBLIC AGENCY INSURANCE POOL shall also issue a check payable to KEENER and her attorneys for ONE HUNDRED SEVENTY THOUSAND and NO/100 DOLLARS (\$170,000.00).

KEENER shall also be entitled and receive paid administrative leave through and until December 31, 2019, after which time KEENER's employment with STOREY COUNTY and/or any of its agencies shall terminate and she will no longer be employed by STOREY COUNTY in any capacity.

In exchange for the foregoing, KEENER does fully release, acquit and forever discharge GERALD ANTINORO, STOREY COUNTY, and the NEVADA PUBLIC AGENCY INSURANCE POOL, and all other agencies, subdivisions, persons, partnerships, firms, corporations, officers, directors, insurers and associations related to those entities, of and from all known and unknown claims, actions, causes of action and suits for damages, at law and in equity, filed or otherwise, including loss of services, society, contribution and support, loss and diminishment of estate, all common law claims as well as any state claims and/or statutory claims (including, but not limited to claims arising under The Civil Rights Act of 1871, 42 U.S.C. § 1983; The Civil Rights Attorneys Fees Award Act of 1976, 42 U.S.C. § 1988, or any other claim whatsoever arising out of any other

federal civil rights statute), civil rights violations, constitutional violations, attorneys fees, costs and expenses, which she now has or may subsequently acquire, by reason of any loss of or damage to any property right or rights, injuries to her person and any other person or persons, the death of any person or persons, as a result of that incident or event, any acts or omissions which are the subject of the Action.

The Parties hereby further unconditionally, irrevocably and absolutely release and discharge one another, as well as any other present or former employees, officers, agents, attorneys, affiliates, successors, assigns and all other representatives of the Parties, from any and all causes of action, judgments, liens, indebtedness, damages, liquidated damages, losses, claims, attorneys' fees and costs, liabilities and demands of whatever nature whatsoever, that the Parties may have against one another arising from incidents or events that occurred on or before the effective date of this Agreement that were the basis of claims in the Action or could have been raised as claims in the Action, and these claims include, without limitation, any and all claims and potential claims, whether known or unknown, asserted or not asserted in the Action, relating to KEENER's employment with STOREY COUNTY under the laws of contract or tort, the common law, the state or federal Constitution, and any state or federal statutes, including, without limitation, all causes of action that were or could have been asserted in the Action.

It is further mutually agreed and promised in consideration hereof that the Parties will not in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize any other Parties or such other Parties' employees, agents, representatives, attorneys, subsidiaries, affiliates, successors, assigns, and/or officersyees, shareholders, agents, attorneys or representatives. However, nothing in this Agreement shall prohibit any Parties disclosure of information which is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other

regulatory body of competent jurisdiction.

The Parties intend by this Agreement to settle, finally and completely, as between and among them, all previously unresolved claims, demands, actions and causes of action, known and unknown, concerning the Action in accordance with the terms of this Agreement without admitting the truth or sufficiency of any of the claims, allegations or defenses asserted against any settling parties.

The Parties agree this is a good faith settlement made for the convenience of the parties in settling this matter on terms deemed equitable by the Parties. The Parties acknowledge that they have participated in the drafting of this Agreement with the assistance of counsel. This Agreement has been negotiated at arms length by parties of equal bargaining power under the circumstances, who are represented by competent counsel. The Parties hereto shall not be entitled to have any wording of this Agreement construed against any other party in the event of any dispute, other than pursuant to traditional canons of contract construction applicable to parties of equal bargaining power.

Each of the Parties hereby agrees to perform any and all acts and to execute and deliver any and all documents reasonably necessary or convenient to carry out the intent and the provisions of this Agreement.

The Parties agree and understand that time is of the essence with respect to each and every act required by this Agreement and that the foregoing settlement payment is to be made to KEENER no later than December 13, 2019.

It is further agreed by all Parties that this Agreement may be executed in counterparts and will have the same force and effect and be fully binding as though the document was executed simultaneously in one physical location.

The Parties acknowledge that they have fully read the contents of this Agreement and that they have had the opportunity to obtain the advice of counsel of their choice, and that they have full,

complete and total comprehension of the provisions hereof and are in full agreement with each and every one of the terms, conditions and provisions of this Agreement. As such, the Parties agree to waive any and all rights to apply an interpretation of any and all terms, conditions or provisions hereof, including the rule of construction that such ambiguities are to be resolved against the drafter of this Agreement. For the purpose of this instrument, the Parties agree that ambiguities, if any, are to be resolved in the same manner as would have been the case had this instrument been jointly conceived and drafted.

This Agreement is executed without reliance upon any representations of the Parties or any of their representatives other than those recited herein. The Parties have carefully read this Agreement and have been advised of its meaning and consequences, including legal and income and other tax consequences, by an attorney of their own choice, and sign the same of their own free will. The Parties agree that the terms of this Agreement are fully understood and voluntarily accepted by them.

This Agreement constitutes the entire agreement among all of the Parties relative to the subject matter hereof. All negotiations, proposals, modifications and agreements prior to the date hereof among the Parties are merged into this Agreement and superseded hereby. There are no other terms, conditions, promises, understandings, statements, or representations, express or implied, among the Parties concerning this Agreement unless set forth in writing and signed by all of the Parties.

Should any action (at law or in equity, including but not limited to an action for declaratory relief) or proceeding be brought arising out of, relating to or seeking the interpretation or enforcement of the terms of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with the terms of this Agreement, the prevailing party thereto, as

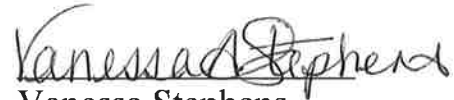
**NOTICE OF SPECIAL MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF STOREY COUNTY**

Notice is hereby given that on the 4th day of December 2019, at the hour of 8:00 o'clock a.m. at the Storey County courthouse located at 26 South B Street in Virginia City, Nevada, the Board of County Commissioners of Storey County will hold a special meeting to consider and possibly approve a settlement agreement in the case of Melanie Keener v. Gerald Antinoro and Storey County Case No2:17-cv-00498-RCJ-VPC pending in the United States District Court for the District of Nevada.

I mailed this notice to the place of residence of Commissioner Lance Gilman within Storey County at :

5 Wild Horse Canyon
Lockwood, NV 89434


on the 27th day of November, 2019.


Vanessa Stephens
Storey County Clerk/Treasurer

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I personally served this Notice on Commissioner **McBride** on the 3rd day of December, 2019.


Vanessa Stephens
Storey County Clerk/Treasurer

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I personally served this Notice on Commissioner **Carmona** on the 3rd day of December, 2019.


Vanessa Stephens
Storey County Clerk/Treasurer