

AGENDA
SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL
BOARD OF DIRECTORS
REGULAR MEETING

10:00 A.M. – AUGUST 16, 2017
Pueblo Room
Clark County Government Center
500 S Grand Central Pkwy, Las Vegas, NV 89155
702-455-7390

ALL ITEMS LISTED ON THIS AGENDA ARE FOR ACTION BY THE BOARD OF DIRECTORS, UNLESS OTHERWISE INDICATED. ITEMS MAY BE TAKEN OUT OF ORDER. THE BOARD OF DIRECTORS MAY COMBINE TWO OR MORE AGENDA ITEMS FOR CONSIDERATION, AND/OR MAY REMOVE AN ITEM FROM THE AGENDA OR DELAY DISCUSSIONS RELATING TO AN ITEM ON THE AGENDA AT ANY TIME. COPIES OF WRITTEN MATERIALS PROVIDED TO THE BOARD MEMBERS IN ADVANCE OR AT THE MEETING MAY BE OBTAINED FROM DAVE GOSS, SNACC OFFICE, 6000 EAST ROCHELLE AVE, LAS VEGAS, NV OR BY CALLING (702) 455-7390.

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on matters under the jurisdiction of the Southern Nevada Area Communications Council.

ITEM NO.

1. FOR POSSIBLE ACTION: Approve the August agenda with the inclusion of tabled and/or reconsidered items, emergency items, and/or deletion of items, and approve the minutes of the May 17, 2017 meeting.
2. FOR DISCUSSION: Receive the Administrator's Report with the inclusion of the SNACC Monthly Budget Report for the month of July 2017.
3. FOR DISCUSSION: Receive a report from the Nevada Public Safety Communications Committee from SNACC's representative member for a meeting held on July 28, 2017.
4. FOR POSSIBLE ACTION: For the Board to approve the Strategic Plan.
5. FOR DISCUSSION/ACTION: Approve adding one MGM radio to the SNACC system.
6. FOR DISCUSSION/ACTION: Approve the SNACC System Radio Compatible Policy.
7. FOR DISCUSSION: Receive a report from the SNACC Administrator on the walkthrough at National Park Service.
8. FOR POSSIBLE ACTION: Approve the State contract for APEX site.

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on matters under the jurisdiction of the Southern Nevada Area Communications Council.

NEXT MEETING DATE/ADJOURN

LOCATIONS OF POSTING

This is a public meeting. In conformance with the Nevada Open Meeting Law, this agenda has been posted in the following locations:

Clark County Government Center – 500 S. Grand Central Parkway, Las Vegas, NV 89155
Clark County Water Reclamation District - 5857 E Flamingo Rd, Las Vegas, NV 89122
Clark County Courthouse - 200 Lewis Ave, Las Vegas, NV 89101

Las Vegas Valley Water District - *1001 S. Valley View Boulevard, Las Vegas, NV 89107*
www.snacconline.com & <https://notice.nv.gov>

PLEASE POST

Chair: Dane Mattoon **Vice Chair:** Jeff Buchanan

Board Members: Sarah McCrea, Scott Mazick, Bill Baltas, Chris Vasquez, Frank Milligan, Brian Nebeker & Kevin Nicholson

**Southern Nevada Area Communications Council
Agenda Item**

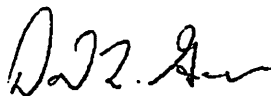
Issue: Approve the August agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes of the May 17, 2017 meeting.	Date: August 16, 2017
Petitioner: David L. Goss, SNACC Administrator	Agenda Item: 1
Recommendation - FOR POSSIBLE ACTION: That the Board approve the August agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes of the May 17, 2017 meeting and/or take action as necessary.	

Fiscal Impact: None

Background:

The Southern Nevada Area Communications Council operates an 800 megahertz (MHz) Public Safety radio communications system in the Clark County/Las Vegas urban area. This will be a reoccurring item.

Respectfully Submitted:



DAVID L. GOSS
SNACC Administrator

Southern Nevada Area Communications Council

MEETING MINUTES



Date: May 17, 2017

Location: Las Vegas Valley Water District
Mead 3 Conference Room
1001 S. Valley Boulevard
Las Vegas, NV 89107

Time: 10:00 A.M.

Board members present:

Dane Mattoon, Chair	Jeff Buchanan, Vice Chair
Frank Milligan	Kevin Nicholson
Bill Baltas	Chris Vasquez
Scott Mazick	Brian Nebeker

Call to Order

Public Comment: NONE GIVEN

Unless otherwise stated, items may be taken out of the order presented on the agenda, and two or more items may be combined for consideration. The Board may also remove an item from the agenda or delay discussion relating to an item at any time

1. Approve the June agenda with the inclusion of tabled and/or reconsidered items, emergency items, and/or deletion of items, and approve the minutes of the February 15, 2017 meeting. *(FOR POSSIBLE ACTION)*
 - Motion was made to approve; motion passed unanimously.
2. Receive the Administrator's Report with the inclusion of the status on the P25 migration upgrade and SNACC Budget Report for the month of March 2016. *(FOR DISCUSSION):*

SNACC Administrators Report

SNACC Administrators Report

May 17, 2017

P25 Reconciliation -

- Jason and Jose continuing to remove the analog channels from customer radios. This will take some time to complete for all agencies as it does not have the urgency that installing digital channels did.

SNACC Business -

- Preliminary billing for the next fiscal has been distributed to all SNACC users.
- The RTC has added two Dispatch Consoles and 80 radios for their security department's use.

Administrative Items -

- Dave Goss attended "7 Habits for Management" training that was put on by the City of Henderson.
- Jose Suarez has attended Astro 25 IV & D M core Workshop (main SNACC Switch) training in Schaumburg as part of the P25 contract.

Technical Items -

- The Strategic Plan Working Group has finished a draft will present to the SNACC Board.
- SNACC has obtained Region 27 approval for the new frequencies for the Panorama site in Pahrump. This will now be forwarded to the FCC for issue.
- SNACC is continuing to work on the following projects with Motorola: Enhanced Data and GPS, Wave, Radio Management, Asset Management, OTAP (Over the Air Programming), and Microwave replacement.
- Dane Mattoon questioned if there have been any discrepancies on billing. Jason Manzo responded that there is 5% or less, issues with billing.

3. Receive a report from the Nevada Public Safety Communications Committee from SNACC's representative member for a meeting held on May 1, 2017. (FOR POSSIBLE ACTION):

- Dane Mattoon (The SNACC representative on Nevada Public Safety Communication Committee) reported that the meeting they had was very short. May 1, 2017. There was a meeting with the subcommittee that has been working on priorities of projects with the State. The meeting was only seven minutes and all they did was approve what the subcommittee had put together. This was a conference call between the North and South. It was a review of the NPSCC grant subcommittee ranking of submitted communication projects for the Homeland Security grant group. The Co-Chairs are Director Jim Wright and Deputy Chief Scott Taylor from Mesquite. There is also a sub-committee.

4. Receive a report from Vice Chairman on speaker MIC programming that took place 3/23/2017 to 3/24/2017. (FOR POSSIBLE ACTION):

- Jeff Buchanan wanted to take an opportunity to share with everybody some of the great things that SNACC did about two months ago there was an issue with some radio MICs purchased. Once the MICS were put into play they weren't operating. What was found, after some research by Jason Manzo, Jose Suarez, Dave Goss, and Motorola is that they needed to be flashed and upgraded and programmed. So we were really grateful because they were able to program our radios over the course of two days. It's within Clark County Fire Department protocol that firefighters have to use

their radio slings, which means they have to use their radio MICs. This is all part of our policies and procedures, safety for the men and women of the Fire Department. Jeff Buchanan wanted to publically thank SNACC and Motorola for making a quick resolution to a serious problem.

5. Ratification of the lease agreement with Clark County Water Reclamation District. (*FOR POSSIBLE ACTION*):

- Jason Manzo commented that Dave Goss spoke to Deputy Attorney Steven Sweikert about a month prior. The only difference was Section 3 of the agreement which was removed. The 10 year lease is \$1000 a month which is \$12K per year.
- Dane Mattoon asked Deputy District Attorney Stephen Sweikert if there were any questions or comments. Steven Sweikert stated that for clarification, ratification is necessary because the Administrator hadn't been delegated authority to enter this lease but it had expired so action needed to be taken so this is an item to approve him signing it and for clarification this is an amendment to the existing lease, things will remain the same.
- Brian Nebeker asked if there would be any backfire by removing section 3 that was removed. Steven Sweikert responded that there would not be an impact.
- A motion was made to approve the lease agreement, motion passed unanimously.

6. Proceed with discussions on moving the Boulder City Water Tank SNACC site off the wood pole to the vacated cell tower and the new Memorandum of Understanding between SNACC and Boulder City. SNACC to start negotiations with Motorola for the move of the equipment. (*FOR DISCUSSION/ACTION*):

- Dane Mattoon shared the picture of the Water Tank, there is a water tower located above old town Boulder City. The pole is sitting at a seven degree tilt. The pole is going to fall over into the water tank. If the pole should fall, Boulder City does not want to replace this pole. The city is not renegotiating contracts with public entities. SNACC is the only agency using this site. This covers all the way to Alvarado. The cell site leases that expire will not be renegotiated with any public entities. This is Boulder City's main water tank and they would like to keep emergency management security, they do not want any private entities that have not been vetted nor had a background check up there. Just to the right of the picture there is another tower that has been vacated recently by AT&T when their lease was up last year. There is another building and a steel pole which is where SNACC would be able to move their equipment. The quote to cover the costs from Motorola is a few hundred below 60K.
- Kevin Nicholson of Boulder City commented that originally there was equipment at Red Mountain and some at Hacienda. There were coverage issues with the Hacienda site. Some of the Police Department units did not have good signal strength. To rectify the situation it was decided to have the hacienda site moved to Boulder City water tank. At the time the old building and the wood pole was all Boulder City had available. Since then Boulder City updated some lease agreements, which at that time there was no cost to SNACC. From that time it has been quite a bit of cost saving for SNACC. That pole is no longer viable with the winds out there. There is a good opportunity to use that vacated building and tower. His suggestion was to update the lease agreement to include the new location and also include a possible extension option to ensure SNACC the ability to set that location for a prolonged period of time.
- Dane Mattoon suggested this item gets approved and SNACC moves forward with getting this new MOU with Boulder City and having Kevin Nicholson begin the process with getting the MOU prepared and get that five year with extensions to move forward that way and plan some times on when this will happen.
- A motion was made to move forward by having Kevin Nicholson begin the discussions with Boulder City on what they would like to see on the new Memorandum of Understanding, and possibly have a

five year MOU with a five year extension and work with Motorola on creating a timeline on when this might happen.

7. For the Board to review the Strategic Plan. (FOR DISCUSSION):

- **Jeff Buchanan** commented that the Strategic Plan Working Group got together for a course of nine months to simplify the current document and increase accountability and be smart, specific, measurable, realistic, and timely with the objectives that the group put forward. The group tried to cover four areas of SNACC; Finance, Operations, Planning, and Logistics. The format is very similar where the strategic direction, that's the heading or the area for a particular goal. The goals were names; objective, strategy, and the performance measurements. The time tables and expectations are very specific. The document is a lot shorter than the past documents. There were three aspects of goals; short term (Within 12 months), medium term goals (Within 24 months), and long term goals (5 years). This document is a living breathing document that will be readdressed every single year. He thought it was very important to note that the Administrator was part of this the entire way. From a group stand point the group challenged the Administrator. The Administration needs to be pushed and push the board to have a high level of accountability. High level of accountability will bring success to this group.
- **Dane Mattoon** stated that the document is simplified and easy to follow with attainable goals.
- **Steve Sweikert** commented that the 'Confidential' watermark will be removed because this is a public document.
- A recommendation was made to have the Strategic Plan as an action item on next month's agenda.

8. Adding GPS tracking to the SNACC system. (FOR DISCUSSION):

- **Dane Mattoon** commented that APX radios can be purchased with GPS feature. He then requested **Henry Johnson** to give the Board a better explanation on the GPS feature.
- **Henry Johnson** from Motorola stated that engineering is working on getting a presentation together for SNACC. If SNACC doesn't wait for the next upgrade from 7.14 to 7.16 there would have to be another costly upgrade to the system. Currently, Motorola is working on having a GPS presentation for SNACC within the next few weeks. (Some of the recording was distorted). There have been discussions to move to 7.16 when Las Vegas Metropolitan Police Department moves to 7.16.
- **Scott Mazick** asked if there will be a presentation with inclusion of GPS on 7.14 and also for 7.16. **Henry Johnson** responded that there might be functionality for 7.16 GPS that there might not be on 7.14.
- **Brian Nebeker** asked if there was an end user cost. The radios that are not purchased with the GPS will have to be flashed to get the feature on the radios and there is a cost for that feature.
- **Dane Mattoon** stated that this would be definitely worth deferring and waiting to be upgraded to 7.17 to keep the collaborative effort there with Las Vegas Metropolitan Police Department.

9. Approval of the SNACC final operating and capital budget for fiscal year 2018. (FOR POSSIBLE ACTION):

- **Jason Manzo** stated that the budget was not changed to his knowledge. **Dane Mattoon** questioned that there was a reason why the budget had to be submitted twice. **Steven Sweikert** commented that the original was an estimate of costs. And the Cooperative Agreement calls for two "preliminary operating capital budget shall be submitted annually to the board by November 15th and the final operating budget shall be submitted to the Board by June 15th," that is the distinction. The draft was approved and there aren't any changes.
- **Scott Mazick** questioned if the Boulder City project being added to the budget for FY18. And if this was going to be accounted for. SNACC had not been discussing this project in November.

- Jeff Buchanan commented that the Boulder City would be in the Capital Budget; however found that the Capital Budget was not included.
- Jeff Buchanan directed a question to Sweikert (District Attorney) about what he recommends since the capital budget for unforeseen funds to be added. Kevin Nicholson commented that there should be a line item for capital improvement projects that are not specifically detailed, but allocated just in case there are projects that are brought during or throughout the year. Jeff Buchanan stated that he could not answer that or validate that since the Capital Budget was not included. Steve Sweikert stated that if the Capital Budget is not presented, this item would have to be brought back to the Board at the next meeting. Kevin Nicholson commented that there was actually a 'Change Order' to the migration project that includes Boulder City project in this budget.
- Jeff Buchanan made a recommendation to take action and adopt this particular budget and set forth a subsequent action into the future at the next meeting, if that is possible to get those particular prices in place by then and get the final approval for that very specific project. Steven Sweikert stated that he is not clear that this does not include any capital items or that it is impermissible to include them as one budget but to the extent that further budgeting is needed, that would definitely need to be brought back, but felt this would be able to be approved. Jeff Buchanan wanted to clarification that SNACC would move further with his budget and set a motion for the future to bring the finalized estimates for the tower move before the board for action. Steve Sweikert agreed that there would be additional notice if necessary for the public. Bill Baltas stated that there are funds there and it is not possible to agree on something that is not in front of the Board. Jeff Buchanan stated that there would need to be some costs add to the capital budget for example the Boulder City move and possibly the GPS.
- A motion was made to approve the operating budget and bring back the capital budget at a special meeting if necessary, motion passed unanimously.

COMMENTS BY THE GENERAL PUBLIC:

Dane Mattoon stated that the statewide system is going to be open for an RFP soon. The Memorandum of Understanding is ready per Andy Gagliardo.

Jeff Buchanan welcomed Sara McCrea from Las Vegas Fire and Rescue, Assistant Fire Chief to the Board.

NEXT MEETING DATE/ADJOURN:

Next SNACC meeting is on June 21, 2017. Meeting adjourned at 10:48 a.m.

Respectfully submitted:

Dane Mattoon, Chairman
Attachments

Southern Nevada Area Communications Council Agenda Item

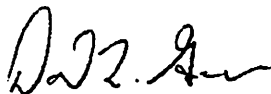
Issue: Receive the Administrator's Report with the inclusion of the SNACC Monthly Budget Report for the month of July 2017.	Date: August 16, 2017
Petitioner: David L. Goss, SNACC Administrator	Agenda Item: 2
Recommendation - FOR DISCUSSION: For the Board to Receive the Administrator's Report with the inclusion of the SNACC Monthly Budget Report for the month of July 2017.	

Fiscal Impact: None

Background:

The Board gave the request to the SNACC Administrator, in August 2015, to have the SNACC Budget presented in his Administrator's Report on a monthly basis. This was requested to inform the Board on what the monthly SNACC expenses are and to show what is currently available. The Administrator also includes any current system issues, deficiencies, and/or updates.

Respectfully Submitted:



DAVID L. GOSS
SNACC Administrator

SNACC Administrators Report

August 16, 2017

P25 Reconciliation -

- Jason and Jose continue on with reprogramming radios to remove old analog talkgroups.

SNACC Business -

- Billing has been sent out to all our users.
- There was an issue with the Console Maintenance billing. The corrected invoices will be mailed out as soon as the figures are discussed between SNACC, Clark County Finance, and Motorola. We are awaiting final billing information from Motorola.

Administrative Items -

- Dave Goss continues to attend managerial training courses, as provided by the City of Henderson.
- Jason Manzo completed the Astro 25 IV&D Secure Communications Workshop in Fort Lauderdale, FL. Also, he has completed the Communications Technician Training for FEMA; he would be deployed on a level 3 emergency through FEMA.
- Daniela Soto has completed the Administrative Assistant Conference/Seminar put on by National Seminars Training.
- Jose Suarez completed Effective Delegation training put on by the City of Henderson.

Technical Items -

- SNACC is continuing to work on the following projects with Motorola: Enhanced Data and GPS, Wave, Radio Management, Asset Management, OTAP (Over the Air Programming), and Microwave replacement.
- There have been few working group meetings, on account of the Technical and Operations Governance Working Group meetings being cancelled for various reasons.

FUND 2520.000

Southern Nevada Area Communications Council

SNACC BUDGET REPORT: July 2017

CATEGORY	BUDGET	ACTUALS TO		% REMAINING
		DATE	JULY ACTUALS	
Annual Radio Fees and Buy Ins Billed	2,044,183.00	2,029,354.08	2,029,354.08	
Cost Recovery Billed (Console SUA II)	256,355.00	(89,815.00)	(89,815.00)	
Interest	15,226.00	2,744.77	2,744.77	
TOTAL REVENUES	2,315,764.00	1,942,283.85	1,942,283.85	-
Salaries & Benefits	416,915.00	40,192.26	40,192.26	
Leave Sellback Pay				
Longevity	14,711.00	9,313.13	9,313.13	
Overtime	7,500.00	674.67	674.67	91.0%
Call Back	2,500.00	678.15	678.15	72.9%
Professional services	1,280.00			100.0%
Janitorial	2,720.00			100.0%
Equipment maintenance to include Motorola contract	951,050.00			100.0%
Site rentals	8,248.00			100.0%
Office space (Water Reclamation)	12,000.00			100.0%
Business liability insurance	21,000.00	20,579.33	20,579.33	2.0%
Operating supplies	750.00			100.0%
Office supplies	1,500.00			100.0%
Minor equip (tools, cables)	3,400.00			100.0%
Computers and supplies	5,000.00			100.0%
Electricity for repeater sites	22,600.00			100.0%
Freight	100.00			100.0%
Travel/Training	10,000.00			100.0%
Vehicle Maint.	20,000.00	4,640.65	4,640.65	76.8%
Telecommunications	7,222.00			100.0%
Print/Reproduction	1,600.00			100.0%
CC Agreement, ERP, IT Support, etc.	42,137.00	8,441.43	8,441.43	80.0%
P25 PROJECT				
Capital lease interest	141,014.00			100.0%
Capital lease principal	441,568.00			100.0%
TOTAL EXPENSES	2,134,815.00	84,519.62	84,519.62	96.0%

Fund balance as of report date: 2,404,532.10
 Estimated ending fund balance at end of current fiscal year; 2,404,532.10

**Southern Nevada Area Communications Council
Agenda Item**

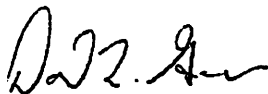
Issue: Receive a report from the Nevada Public Safety Communications Committee from SNACC's representative member for a meeting held on July 28, 2017.	Date: August 16, 2017
Petitioner: David L. Goss, SNACC Administrator	Agenda Item: 3
Recommendation - FOR DISCUSSION: That the Board Receive a report from the Nevada Public Safety Communications Committee from SNACC's representative member for a meeting held on July 28, 2017.	

Fiscal Impact: None

Background:

In 2014, the Governor appointed SNACC to have a representative serve as a member of the Nevada Public Safety Communications Committee (NPSCC). A new representative member from SNACC is appointed every two years. Dane Mattoon was elected to be the SNACC representative on the NPSCC in 2016. The NPSCC meet at least quarterly to discuss state communications, interoperability goals, and FirstNet LTE. Please refer to: [http://dem.nv.gov/homeland_security/Nevada_Public_Safety_Communications_Committee_\(NPSCC\)/](http://dem.nv.gov/homeland_security/Nevada_Public_Safety_Communications_Committee_(NPSCC)/)

Respectfully Submitted:



DAVID L. GOSS
SNACC Administrator

**Southern Nevada Area Communications Council
Agenda Item**

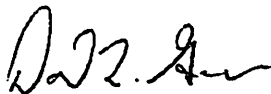
Issue: For the Board to approve the Strategic Plan	Date: August 16, 2017
Petitioner: David L. Goss, SNACC Administrator	Agenda Item: 4
Recommendation - FOR POSSIBLE ACTION: That the Board approve the Strategic Plan and/or take action as necessary.	

Fiscal Impact: None

Background:

The Strategic Working Group has been meeting every month since January 2017 to work on this living document.

Respectfully Submitted:



DAVID L. GOSS
SNACC Administrator

SNACC



Southern Nevada Area Communications Council

Strategic Plan

FY 2017/2018 – 2022/2023

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The primary focus of the 5-Year Strategic Plan is to establish performance measurements, define baselines, and ensure the Southern Nevada Area Communication Council develops a high level of accountability and continues to strive for excellence. The following summarizes the Strategic Directions, or priorities, the Southern Nevada Area Communication Council will focus on over the next 5 years. This Strategic Plan will be revised and updated on an annual basis.

Strategic Directions

Finance and Administration

In planning for the future and the resulting increase in service demands, maintaining organizational effectiveness is at the forefront of our strategic planning. To maintain our cohesiveness of operations, and our accountability to our customers as well as employees to ward off any potential deficiencies, SNACC recognizes the need for consistency which will ensure we function at an optimum level. Failure to maintain our organizational effectiveness creates a liability to our employees, our customers, other local jurisdictions and the State of Nevada.

Operations

At the core of our operation is communication, internally, with customers, and other agencies as well as other jurisdictions. Ineffective communication diminishes confidence and trust levels. Miscommunication also has the potential to create a negative impact, for those we serve, and those with whom we work. Improving communication, both internally and externally, is imperative to our operations.

Planning

Maintain our capability to provide existing and future services while continuing to maintain our existing operations.

Logistics

Failure to replace or obtain necessary safety equipment could meet with grave results. Failure to assess our space needs could diminish our future growth and development. Failure to update or replace technologies may place limitations on our ability to provide necessary services or required data. Management of these resources is essential to the overall operation of the department.

Goals

Short-Term Goals - 12 month

- Increase the accountability of the Finance and Administration of SNACC.
- Increase the accountability of the Operations of SNACC.
- Increase the accountability of the Planning of SNACC.
- Increase preparedness of the SNACC.
- Develop a Capital Improvement Plan (CIP) for the SNACC radio system.

Medium-Term Goals-24 months

- Identify an improvement maintenance objective for financial reporting and define 2 actions to achieve/sustain objective (Finance and Administration).
- Identify an improvement maintenance objective for customer service and define 2 actions to achieve/sustain objective (Operations).
- Identify an improvement maintenance objective for technical support and define 2 actions to achieve sustain objective (Operations).
- Identify an improvement objective for business growth and define 2 actions to achieve/sustain objective (Planning).
- A long-term plan for managing all existing assets, new and newly acquired assets.
- Build a plan for the replacement, repairs, and acquisition of new equipment/facilities/technologies.

Five-Year Goals

- To identify and follow regular reporting standards for performance measurements
- Evaluation and comparison to similar organizations to identify best practices and areas of improvement.

Strategic Direction, Goals, Objectives, and Actions

Strategic Direction: Finance/Administration

Goal: To increase the accountability of the finance and administration.

Objective: To define a performance measurement and establish a baseline for financial reporting including discrepancies (Finance and Administration)

Actions/Strategies:

- Review existing financial reporting.
- Identify appropriate performance measurement for financial reporting.
- Establish a baseline for identified performance measurement.
- Define a reporting timeframe.
- Define a reporting format to include variances.
- Identify appropriate performance measurement for financial reporting.

Performance Measurements:

- Every variance of 5% (Monthly) or more in each line item of the budget will necessitate justification.
- A variance of 1% or more at year end budget will necessitate justification.
- Report quarterly on CIP planning and expenditures.

Strategic Direction: Operations

Goal: To increase the accountability of the SNACC Operations.

Objective: To define a performance measurement and establish a baseline for customer service and technical support.

Actions/Strategies:

- Create a tracking system for work orders and service requests.
- Establish a service level agreement (For response levels, response times, and resolution).
- Trending Analysis (Common problem areas, equipment issues, environmental issues).

Performance Measurements:

- Monthly reporting on up time, work orders, service requests, response levels, response times, and mean time to resolutions.
- Compliance with performance of the existing service agreement.

Strategic Direction: Planning

Goal: To increase the accountability of the Planning.

Objective: To define a performance measurement and establish a baseline for asset and system growth.

Actions/Strategies:

- Build and maintain an inventory of all SNACC owned assets.
- Develop of a COOP (Continuing of Operations Plan).
- SNACC will have Radio Asset Management System within 1 year.
- Lifespan on Radio Asset Management System.

-Within 1 year Administrator will have recommendations.

-Within 150 days vendors.

- Within 180 days decision on what product looks like.

Performance Measurements:

- Increase preparedness

Strategic Direction: Logistics

Goal: To increase the accountability of the Logistics.

Objective: To define a performance measurement and establish a baseline for the CIP strategy.

Actions/Strategies:

- Build a CIP that covers:
 - 1 year
 - 5 years
 - 10 years

Performance Measurements:

- Identify all SNACC assets within 90 days.
- Life cycle analysis within 120 days.
- Identify system expansion points within 180 days.
- Report quarterly on all of the CIP.
- Report every year on the 5 year plan.

Strategic Direction: Preparedness

Goal: To increase the preparedness.

Objective: Develop a COOP.

Actions/Strategies:

- Identify any risks.
- Research compatible entities.
- Draft a COOP.

Performance Measurements:

- Within 90 days identify risks.
- Within 180 days research compatible entities.
- Within 9 months present the draft.

Strategic Direction: Finance Administration

Goal: To evaluate the baseline established in all section.

Objective: To assess performance measurements and to see if there is a need to either maintain or improve.

Actions/Strategies:

- Provide a historical analysis within 30 days.

Performance measurements:

- Within 120 days bring forth recommendations from the Administrator to working groups.

Goal: To development of a long term plan for managing all existing assets new equipment, facilities, and technologies and assets (Replacement, repairs, and all new and existing).

Objective: Define a timeline for maintenance plan.

Actions/Strategies:

- To publish an annual maintenance calendar.

Performance measurements:

- Upload information in the SNACC website within 30 days.
- Unachieved maintenance goals (Quality reports and explanation).

**Southern Nevada Area Communications Council
Agenda Item**

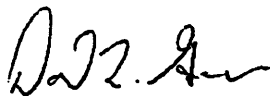
Issue: Approve adding one MGM radio to the SNACC system.	Date: August 16, 2017
Petitioner: David L. Goss, SNACC Administrator	Agenda Item: 5
Recommendation - FOR DISCUSSION/ACTION: That the Board approve adding one MGM radio to the SNACC system and/or take action as necessary.	

Fiscal Impact: None

Background:

MGM Security would like to have one radio added to the SNACC system to have communications with Clark County Fire Department. Clark County Fire Department has requested that MGM assign this radio in their new centralized dispatch office.

Respectfully Submitted:



DAVID L. GOSS
SNACC Administrator

**Southern Nevada Area Communications Council
Agenda Item**

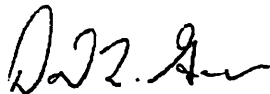
Issue: Approve the SNACC System Radio Compatible Policy.	Date: August 16, 2017
Petitioner: David L. Goss, SNACC Administrator	Agenda Item: 6
Recommendation - FOR DISCUSSION/ACTION: That the Board approve to approve the SNACC System Radio Compatible Policy and/or take action as necessary.	

Fiscal Impact: None

Background:

Currently, there are no radio feature set requirements for SNACC customers. These radio features provided in the attached word document are beneficial for our customers to have for ordering their new APX radios, this document will be updated as the system continues to be updated and also to continue to have interoperability with Las Vegas Metropolitan Police Department.

Respectfully Submitted:



DAVID L. GOSS
SNACC Administrator

SOUTHERN NEVADA AREA
COMMUNICATIONS COUNCIL
POLICIES AND PROCEDURES



No.

Subject:
SNACC System Compatible Radios

Effective Date

1.0 Purpose

- 1.1. Defines a policy and process for the use of compatible branded radios to be used on the SNACC system.

2.0 Owner

- 2.1. SNACC Operations Working Group (OGWG).

3.0 Applies To

- 3.1. Entities requesting to use P25 compatible branded radios on the SNACC system.

4.0 Background

- 4.1. With the upgrade to P25 operations, the SNACC system is no longer a proprietary system and other brand radios may work with perhaps some limitations.

5.0 Policy Statement

- 5.1. The SNACC will test and approve non-Motorola radios to be used on the SNACC system. All non-Motorola radios must be approved by SNACC Board.

6.0 Supporting Rules

- 6.1. A SNACC user may request to use a non-Motorola radio on the system.
- 6.2. Any non-Motorola radio will be thoroughly tested by the Technical Working Group (TWG) and SNACC technicians, for proper operations on the system.
- 6.3. Any features that will not be available to the affected user will be brought to their attention.

6.4. Radios that have not gone through the SNACC performance evaluation will not be allowed on the system.

7.0 Responsibilities

7.1. Requests use non-Motorola radios on the system must be submitted to the SNACC Administrator.

7.2. Submissions must include:

7.2.1. Agency name and single point of contact.

7.2.2. Any special needs or applications (i.e., Emergency, Encryption, or other functions required).

7.2.3. All brands and models must have complete specifications to work on P25 system.

7.2.4. Customer is responsible for bringing in equipment ready for testing.

7.3. The Administrator will provide the SNACC Board with an evaluation of the unit's performance and request an approval/disapproval of acceptance.

7.3.1. The SNACC Administrator will inform the requesting user, in writing, of the evaluation results, and the SNACC Boards decision.

8.0 Conditions for Exemption or Waiver

8.1. As provided in the Waiver or Exception Policy.

9.0 Applicable Policies and/or Procedures

9.1. As listed at <http://snacconline.com/about-us/>

Radio Feature Requirements for SNACC Users

MODEL NUMBERS	DESCRIPTION
(APX MODEL #'s)	APX (PORTABLE OR MOBILE)
Q806	ASTRO DIGITAL CAI OPERATION
H38	SMARTZONE
Q361	P25 9600 BAUD TRUNKING
QA01648	ADVANCED SYSTEM KEY - HARDWARE KEY
QA00580	TDMA OPERATION

MODEL NUMBERS	METRO DESCRIPTION REQUIREMENTS
G996AU	PROGRAMMING OVER P25 (OTAP)
Q498	ASTRO 25 OTAR W/MULTIKEY
Q629	AES ENCRYPTION
T7914A	RADIO MANAGEMENT ONLINE

**Southern Nevada Area Communications Council
Agenda Item**

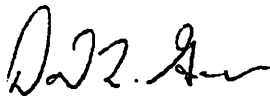
Issue: Receive a report from the SNACC Administrator on the walkthrough with National Park Service.	Date: August 16, 2017
Petitioner: David L. Goss, SNACC Administrator	Agenda Item: 7
Recommendation - FOR DISCUSSION: That the Board receive a report from the SNACC Administrator on the walkthrough with National Park Service.	

Fiscal Impact: None

Background:

SNACC has been meeting with National Park Service and having discussions on adding a site to tie into the SNACC system.

Respectfully Submitted:



DAVID L. GOSS
SNACC Administrator

**Southern Nevada Area Communications Council
Agenda Item**

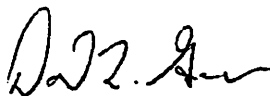
Issue: Approve the State contract for APEX site.	Date: August 16, 2017
Petitioner: David L. Goss, SNACC Administrator	Agenda Item: 8
Recommendation - FOR POSSIBLE ACTION: That the Board approve the State contract for APEX site and/or take action as necessary.	

Fiscal Impact: \$4266.32/year from 2017-2021

Background:

The new contract was received on July 18, 2017. The new contract reduces our yearly fees by one rack space due to the P25 conversion.

Respectfully Submitted:



DAVID L. GOSS
SNACC Administrator

A Lease Between the State of Nevada
Acting By and Through Its

**Department of Administration
Enterprise Information Technology Services
100 N Stewart Street, Suite #100
Carson City, Nevada 89701
Phone: (775) 684-5800; Fax (775) 684-4324
(henceforth known as the "State")**

And

**Southern Nevada Area Communications Council
6000 East Rochelle Avenue
Las Vegas, NV 89122
Phone: (702) 455-7390 Fax: (702) 734-6111
(henceforth known as "Lessee")**

1. **REQUIRED APPROVAL.** This Lease shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS.** "State" means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307 "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. "Lessee" means a person or entity who under lease, occupies an asset owned by another party. "Hazardous Materials" means any substance, material or byproduct identified as hazardous, toxic or dangerous in any Federal, State or local law, statute, ordinance or regulation and/or regulated as such by any governmental or quasi-governmental agency or body. "Premises" means those portions of the realty and/or buildings or structures located thereupon which are owned or leased by the State, or which the State has a right to the use of, also known as **Apex Peak** and located in **Clark County**.

3. **LEASE TERM.** This Lease shall be effective from **July 1, 2017** subject to Board of Examiners' approval to **June 30, 2021**, unless sooner terminated by either party as specified in paragraph (14). Lessee shall have the option to renew the terms of this contract for three (3) additional terms of two (2) years each upon the same or substantially similar terms and conditions. Lessee will provide written notice of their intention to extend the contract no less than sixty (60) days prior to the expiration of the then current term. New contract documents, which may be an agreement of extension of this contract, shall be prepared at each renewal. Any extension or renewal is conditioned upon State's approval and continued use of premises and availability of space.

Use by federal, State and local government precedes use by the Lessee. The State reserves the right to cancel this agreement upon written notice to Lessee in the event that the premises being occupied by the Lessee are required for the expansion of equipment by any government agency.

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until **30** calendar days after a party has served written notice of default, with or without cause upon the other party. All notices or other communications required or permitted to be given under this Lease shall be in writing and shall be deemed to have been duly given if delivered by any delivery or courier service, personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Lease incorporates the following attachments in descending order of constructive precedence; a Lessee's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Lease:

**ATTACHMENT A: ADDITIONAL TERMS AND CONDITIONS
ATTACHMENT B: SITE INSTALLATION STANDARDS**

6. CONSIDERATION. The parties agree that rent is based on the then approved Legislative budget, and that the rates run on the State fiscal year, starting July 1st. Lessee will provide the current rental payment of **\$2,133.16 per year per rack space from Lease approval through June 30, 2021. The total consideration for the term of the contract is estimated to be \$17,598.57.** Lessee will be given notice of the Legislature approved rates prior to the start of the fiscal year, for payments for the next year. All payments shall be made by Lessee without notice, demand or setoff, at such place as the State designates in writing. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Lease 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 Lease are also specifically a part of this Lease and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF RENTAL PAYMENTS. All rental payments due hereunder shall be paid in advance and shall be delivered to the State by August 1 of each year. If Lessee shall default in the payment of any monthly use charge due the State hereunder or in the performance of any other of the terms or conditions contained herein and such default is not cured within a thirty (30) day period after written notice is served upon Lessee thereof, the State may, at its option, without further notice to or demand of Lessee, in addition to all other rights and remedies provided at law or in equity, terminate this Agreement and all rights, benefits, and licenses granted or created hereunder. Upon such termination, the State shall be entitled to disconnect Lessee's equipment from the premises and receive forthwith as damages the cost of removal of Lessee's equipment from the premises plus the value of the monthly use charge provided to be paid hereunder to the State for the balance of the stated term of the Agreement, plus any other damages suffered by the State as a result of such default. Lessee shall pay all costs and expenses, including reasonable attorney's fees, incurred by the State in exercising any of its rights of remedies hereunder or enforcing any of the terms and conditions hereof.

9. INTERFERENCE. The State and/or its designated representatives shall have the sole right initially and during the term of this Agreement to: (a) determine the locations of the equipment, (b) approve the size of the equipment (including any and all electrical connections therefore), and any replacements thereto, and (c) require Lessee to take whatever reasonable action is necessary to eliminate objectionable interference by Lessee's equipment with equipment of any other user sharing the tower prior to the commencement date of this Agreement. Lessee hereby agrees to provide to the State all exact frequencies planned and/or used at the premises for the purpose of interference studies by the State for future users.

In the event of any such interference, State shall promptly notify Lessee of the interference; Lessee shall have four (4) calendar days from its receipt of the aforesaid notice to minimize such interference to an acceptable degree. If the interference is not minimized to an acceptable degree within said four (4) calendar day period, Lessee shall be required to shut down the offending equipment (except for intermittent testing during the course of effecting a cure) until such time as the interference is remedied.

10. PERSONAL PROPERTY. All transmission equipment and other personal property on or in the premises shall be and remain the property of the respective owners thereof; shall be subject to taxation to the extent provided by law, and the respective owners thereof shall be liable for any and all taxes assessed or levied upon their respective equipment and personal property. The State shall be not be liable for any taxes assessed or levied upon the equipment and other personal property of Lessee and shall not be liable for any taxes of any nature whatsoever with respect to Lessee's capital improvements.

Lessee shall understand that the premises are an unmanned secured facility. Pursuant to the discharge of his responsibilities to the Federal Communications Commission as a licensee of that federal agency, Lessee may have reasonable access to the facilities described herein.

11. OWNERSHIP/MAINTENANCE. Lessee shall have the right to and shall be solely responsible for the cost of installing its equipment in, on, and upon the premises. Lessee will indemnify, defend and hold the State harmless from any such costs. Notwithstanding the foregoing, Lessee hereby covenants and agrees that any contractor utilized for the installation of its antenna, transmission line, and associated equipment in, on, or upon the premises must be prior approved by the State, and show evidence of the appropriate licensing and insurance and Lessee shall be solely responsible for the costs incident thereto.

Lessee shall be solely responsible for, at its sole cost and expense, the operation, maintenance and repair of its antenna(s), transmission line(s), transceiver(s), and associated equipment as hereinafter further set forth. Except as otherwise provided in this Agreement, or the attachments and exhibits hereto, Lessee shall install only the antenna(s), transmission line(s), and associated equipment on the premises that appear in Exhibit "1".

Lessee shall promptly pay for any and all work which it might contract in, on, upon, or about the premises and will not permit or

suffer any construction liens to attach to the premises as a result thereof, and shall promptly cause any claim for any such lien to be released, or to secure the State to its satisfaction in the event it desires to contest any such lien. Upon failure of Lessee to remove such lien or charge within 30 days of written notice thereof by the State, the State may satisfy the same and thereupon charge Lessee the sum, together with all reasonable costs and expenses incurred in connection therewith, said amounts to be payable upon written demand by the State.

The State shall have the right to grant to other parties such access to the premises for installation and operation of other communications equipment as may be technically compatible with the primary rights granted to Lessee.

Lessee shall give the State prompt notice of any claim made or suit instituted which in any way affects or might affect the State and the State shall have the right to compromise and defend same to the extent of its own interest.

12. UTILITIES. Lessee shall pay for all of its requirements of telephone and electrical energy, unless otherwise provided for herein. The State shall not be liable to Lessee for failure to supply such utilities, or for any interruption or any deficiency thereof.

13. CASUALTY. If the premises becomes untenable by fire, wind, or other casualty and the equipment becomes inoperable as a result thereof, the State may elect (a) to terminate this Agreement upon thirty (30) days notice to Lessee or (b) to have repaired, rehabilitated, or replaced the premises at no expense to Lessee within one-hundred-twenty (120) days after possession of the damaged premises can be obtained and reconstruction or repairs undertaken, in which latter event this Agreement shall not terminate, but the monthly use charge shall be abated on a per diem basis while the premises is untenable. If the election to repair, rehabilitate, or replace the premises is made and such work is not substantially completed within the 120-day period, either party can terminate this Agreement as of the date of the fire or other casualty. This termination must be by written notice to the other party not later than one-hundred-fifty (150) days after the premises becomes untenable. In the event of termination of the Agreement under this paragraph, the monthly use charge shall be apportioned on a per diem basis and paid to the date of the fire or other casualty.

14. CONTRACT TERMINATION.

a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Lease may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. **State Termination for Nonappropriation.** Lessee understands that this Lease is a sub-lease, conditional upon the continued Lease of the premises by the State. The continuation of this Lease beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Lease, and Lessee waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. **Cause Termination for Default or Breach.** A default or breach may be declared with or without termination. This Lease may be terminated by either party upon written notice of default or breach to the other party as follows:

- i. If the Premises become unacceptable for operation of Lessee's business;
- ii. If Lessee is unable to obtain or maintain any State, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Lessee for operation of Lessee's business by this Lease;
- iii. If Lessee becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. If the State materially breaches any material duty under this Lease and any such breach impairs Lessee's ability to perform; or
- v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Lessee, or any agent or representative of Lessee, to any officer or employee of the State of Nevada 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
- vi. If it is found by the State that Lessee has failed to disclose any material conflict of interest relative to the performance of

this Lease.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Lease for any reason, the parties agree that the provisions of this paragraph survive termination. Conditions permitting, Lessee shall, within a period of sixty (60) days following the expiration or termination of this Lease, dismantle and remove the all improvements placed by Lessee upon the premises pursuant hereto, and shall restore the Leased Premises to current surface conditions, reasonable wear and tear and damage from the elements and casualty excepted. The State shall have the right to remove the improvements placed by Lessee upon the Property at Lessee's expense if Lessee fails to remove such items within the sixty (60)-day period above.

i. 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 Lease. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Lessee shall execute any documents and take any actions necessary to effectuate an assignment of this Lease if so requested by the Contracting Agency;

15. REMEDIES. Except as otherwise provided for by law or this Lease, 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. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Lessee to any State agency in accordance with NRS 353C.190.

16. LIMITED LIABILITY. The State 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. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Lessee's tort liability shall not be limited.

17. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Lease 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 Lease after the intervening cause ceases.

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

19. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Lessee, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The Lessee shall not commence work before:

1. Lessee has provided a certificate of insurance as the required evidence of insurance to the State, and
2. The State has approved the insurance policies provided by the Lessee.

Any failure of the State to timely approve shall not constitute a waiver of the condition. Any insurance or self-insurance available to the State shall be in excess of and non-contributing with any insurance required from Lessee. Insurance limits may be reviewed from time to time, and the requirements changed, as deemed appropriate by the State.

The Lessee shall, at the Lessee's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below.

Worker's Compensation and Employer's Liability Insurance

- 1) Worker's compensation insurance as required of NRS 616A through 616D inclusive.

- 2) Employer's Liability Insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.
- 3) If the Lessee qualifies as a sole proprietor as defined in NRS 616A.310, and has elected to not purchase industrial insurance, the sole proprietor must submit to the State a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

Commercial General Liability Insurance

Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01. Minimum Limits required:

<u>\$ WAIVED</u>	General Aggregate
<u>\$ _____</u>	Products & Completed Operations Aggregate
<u>\$ _____</u>	Personal and Advertising Injury
<u>\$ WAIVED</u>	Each Occurrence

Business Automobile Liability Insurance

- 1) Minimum Limit required: \$ WAIVED Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles) and written on ISO form CA 00 01 or a substitute providing equivalent liability coverage.
- 3) If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: \$ WAIVED Each Claim

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy".

Commercial Crime Insurance

Minimum Limit required: \$ WAIVED Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Lessee regardless of position or category.

Performance Security

Amount required: \$ WAIVED.

Security may be in the form of a Surety Bond, Certificate of Deposit or Treasury Note, payable to the State of Nevada only, deposited with the contracting State agency no later than ten (10) working days following award of the Contract. The security and all interest earned, if any, shall be returned to the Lessee upon successful Contract completion.

General Requirements:

Unless the applicable insurance requirement is otherwise waived above, the following General Requirements shall apply:

- a. **Additional Insured:** By endorsement to the general liability insurance policy, evidenced by Lessee, on a form CG20 10 or C20 26, the *State of Nevada, Department of Information Technology, 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
- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, 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 paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract.
- f. **Approved Insurer:** Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
 - 2) Currently rated by A.M. Best as "A- VII" or better.

Mail all required insurance documents to the Contracting Agency identified on Page One of the contract.

20. COMPLIANCE WITH LEGAL OBLIGATIONS. Lessee shall procure and maintain for the duration of this Lease any State, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Lessee to provide the goods or services required by this Lease. Lessee 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 Lessee in accordance with NRS 361.157 and 361.159. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190. Lessee agrees to abide by all State Policies, Standards & Procedures during the term of the Lease and any amendments or extensions thereof.

21. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Lease 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.

22. SEVERABILITY. If any provision contained in this Lease is held to be unenforceable by a court of law or equity, this Lease shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Lease unenforceable.

23. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Lease changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Lease, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Lease. Lessee shall neither assign, transfer nor delegate any rights, obligations or duties under this Lease without the prior written consent of the State. Lessee shall not sublet the premises without the written consent of the State.

24. CONFIDENTIALITY. Lessee shall keep confidential all information, in whatever form, produced, prepared, observed or received by Lessee to the extent that such information is confidential by law or otherwise required by this Lease.

25. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Lease on behalf of each party has full power and authority to enter into this Lease. Lessee acknowledges that as required by statute or regulation this Lease is effective only after approval by the State Board of Examiners and only for the period of time specified in the Lease.

26. GOVERNING LAW; JURISDICTION. This Lease 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 interest that would require the application of the law of any other jurisdiction. Lessee consents to the jurisdiction of the Nevada district courts for enforcement of this Lease.

27. WARRANTIES. Lessee understands that the premises are "as-is". No representation or warranties have been made regarding the functionality of the premises, it's suitability for use, or that use will be un-interrupted.

28. ENVIRONMENTAL

A. State represents and warrants to Lessee that the premises are, to the State's best knowledge as of the date of this Lease, free of hazardous materials and that no hazardous materials have been released, generated, stored, disposed of or brought onto the premises prior to said date. State agrees to notify Lessee within 5 days after any subsequent event giving rise to contamination of the premises by hazardous materials.

B. Lessee agrees that it shall not itself, and shall require that its vendors not, bring, use, generate, store, release or dispose of any hazardous materials upon the premises during the term of this Lease including all renewal terms, with the exception of those substances or materials reasonably required for construction, operation and maintenance of Lessee's improvements. Lessee agrees to itself indemnify and hold State harmless (or, as applicable, to require its vendors to do so) from and against any and all claims, losses, damages, demands, fines, penalties, costs (including clean-up costs) and expenses (including reasonable attorney's fees) arising out of any such contamination of the premises by Lessee, its vendors or the employees, agents, contractors or invitees of either.

29. ENTIRE CONTRACT AND MODIFICATION. This Lease and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a 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 Lease specifically displays a mutual intent to amend a particular part of this Lease, general conflicts in language between any such attachment and this Lease shall be construed consistent with the terms of this Lease. Unless otherwise expressly authorized by the terms of this Lease, no modification or amendment to this Lease shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the

ATTACHMENT A

ADDITIONAL TERMS AND CONDITIONS

These Additional Terms and Conditions, attached to the Agreement between the Department of Administration, Enterprise Information Technology Services, hereinafter called EITS, and the Southern Nevada Area Communications Council, hereinafter called Lessee, for the following:

- Rack Space Rental

Any additional space or service requirements not covered in this Attachment will be subject to an amendment to this agreement as identified in this document.

Billing

Electronic payments and payment by check must include the State's Document number, the billing claim number and the period of service outlines in the contract. All payments of \$10,000.00 or more must be by electronic transfer.

Checks must be made out to (and sent to) the State of Nevada, Enterprise Information Technology Services, 209 E Musser Street, Suite 304, Carson City, Nevada, 89701.

For electronic payments: An email must be sent to the attention of "Revenue MAIL" at ASDB&PRGroup@admin.nv.gov at least twenty-four (24) hours before the electronic transfer. Include in the email the following: Billing Claim number, Amount of Transfer, and Date of Transfer. The information for the electronic payment itself is: Bank Name – Wells Fargo Bank, 530 Las Vegas Blvd. S., 2nd Floor, Las Vegas, NV 89101. Routing Transit# 121000248, Bank Account# 4000101030, Name of Bank Account: State of Nevada Treasurer. Payment must be received by the State no later than the thirtieth (30th) day following the billed month.

I. Rack Space Rental

- a. Lessee is allowed rack space, defined as 2' x 2' x ceiling height space, at the following sites:

07/01/17 – 09/30/17

	Site	County	Rack Space
	Apex	Clark	3
TOTALS			3

10/01/17 – 06/30/21

	Site	County	Rack Space
	Apex	Clark	2
TOTALS			2

- b. The parties agree that rent is based on the States' Legislative approved budget, and that the rates run on the State fiscal year, starting July 1st. The FY 2018 tentative fee for rental of each rack space is **\$2,133.16** per year; for three (3) site space rentals, the total for three (3) months will be **\$1,599.87** and for two (2) site space rentals, the total for nine (9) months will be **\$3,199.74**. The FY 2019 tentative fee for rental of each rack space is **\$2,133.16** per year; for two (2) site space rentals, the total annual balance due will be **\$4,266.32**. The FY 2020 tentative fee for rental of each rack space is **\$2,133.16** per year; for two (2) site space rentals, the total annual balance due will be **\$4,266.32**. The FY 2021 tentative fee for rental of each rack space is **\$2,133.16** per year; for two (2) site space rentals, the total annual balance due will be **\$4,266.32**. Payment shall be made annually, in advance, from **July 1, 2017** through the end of the contract at the fiscal year approved rate. Lessee will be given notice in writing of Legislative approved rates prior to the start of **FY 2018, FY 2019, FY 2020 and FY 2021**.

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- c. Lessee shall comply with promptly and conform to all present and future laws, orders, ordinances, requirements, rules and regulations of all federal, state, county, municipal and other legally constituted authorities concerning the property and the conduct of its business thereon. Lessee agrees to abide by all State Policies, Standards & Procedures during the term of the Agreement and any amendments or extensions thereof. Lessee will not interfere with, impede, annoy or disturb EITS's operation of the tower site, the tower, the building, and/or other users of the facility. Lessee shall not allow access to the property by members of the general public. Lessee shall not permit or commit any waste with respect to the property.
- d. Structures, improvements or other property installed in the building(s) or at the site(s) by Lessee shall be removed by Lessee upon termination of this agreement or within sixty (60) days thereafter. Any such property not removed within the same sixty (60) day period shall become the property of EITS.
- e. Lessee shall understand that the tower is an unmanned secured facility. Pursuant to the discharge of Lessee's responsibilities to the Federal Communications Commission as a licensee of that federal agency, Lessee may have reasonable access to the facilities described herein.
- f. Access control card keys will be issued to Lessee for EITS sites requiring such access. The keys are active based on payment account balances. Site access will be suspended should accounts be delinquent in excess of ninety (90) days. Site access control card keys will be reactivated once accounts have been paid in full, to balance. Should the balance of payments not be made, site access will be granted subject to the EITS escort and to the EITS availability. Accounts exceeding one hundred and eighty (180) days delinquency will be regarded as closed and equipment will be removed.
- g. If the facility becomes untenable by fire, wind, or other casualty and the equipment becomes inoperable as a result thereof, EITS has the sole discretion to either: (a) terminate this Agreement upon thirty (30) days notice to the Lessee; or (b) have the facility repaired, rehabilitated, or replaced at no expense to Lessee within one hundred twenty (120) days of the date which the State is reasonably able to access the facility and undertake reconstruction or repairs. If the State elects to repair, rehabilitate, or replace the facility this Agreement shall not terminate, but the monthly use charge shall be abated on a per diem basis while the facility is untenable. If the State elects to repair, rehabilitate, or replace the facility and such work is not substantially completed within the one hundred twenty (120) day period, either party can terminate this Agreement as of the date of the fire or other casualty. Such termination must be by written notice to the other party not later than one-hundred-fifty (150) days after the facility becomes untenable. In the event of termination of the Agreement under this paragraph, the monthly use charge shall be apportioned on a per diem basis and paid to the date of the fire or other casualty.
- h. At the sole option of EITS, any damage caused by Lessee shall either: (a) be repaired by Lessee within thirty (30) days; or (b) Lessee shall reimburse EITS for the actual cost of repair.
- i. EITS or its designated representatives shall have the sole right initially and during the term of this Agreement to: (a) determine the locations of the equipment; (b) approve the size of the equipment (including any and all electrical connections therefore), and any replacements thereto; and (c) require Lessee to take whatever reasonable action is necessary to eliminate objectionable interference by Lessee's equipment with equipment of any other user sharing the tower prior to the commencement date of this Agreement.
- j. Lessee shall be responsible for obtaining, at its sole expense, all such authorizations, permits and approvals as may be required from any federal, state or local governmental agency with respect to the work to be performed by Lessee hereunder.
- k. Lessee shall promptly pay for any and all work which it might contract in, on, upon, or about the tower site, the tower, and/or the building, and will not permit or suffer any construction liens to attach to the tower site, the tower or building as a result thereof, and shall promptly cause any claim for any such lien to be released, or to secure EITS to its satisfaction in the event it desires to contest any such lien. Upon failure of Lessee to remove such lien or charge within thirty (30) days of written notice thereof by EITS, EITS may satisfy the same and thereupon charge Lessee the sum, together with all reasonable costs and expenses

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incurred in connection therewith, said amounts to be payable upon written demand by EITS. Notwithstanding the foregoing, Lessee hereby covenants and agrees that EITS shall have prior approval of any contractor utilized for the installation of any equipment in, on, or upon the facility. Such contractors must provide evidence of the appropriate licensing and insurance.

l. Lessee shall give EITS prompt notice of the initiation of any claim made or suit which in any way affects or might affect EITS, and EITS shall have the right to defend and/or settle same to the extent of its own interest.

m. Unless otherwise noted here within, EITS is the site caretaker. The caretaker will pay all power bills, assure that power supplies are functional, emergency generators maintained, and buildings in good repair, as applicable.

n. Lessee understands that no representation or warranties have been made that use will be uninterrupted. Normal maintenance may result in short-term outages. Affected customers will be notified when possible.

o. Lessee shall give notice of changes to services, including additions or removal of equipment or services no longer needed to the EITS Help desk at 775-684-4333 or email helpdesk@EITS.nv.gov.