#### **AGENDA**

#### SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL BOARD OF DIRECTORS REGULAR MEETING

### 10:00 AM – AUGUST 19, 2020 WEBEX MEETING:

Public Attendees are welcomed to join via WebEx at:

https://clarkcountynv.webex.com/clarkcountynv/onstage/g.php?MTID=ecba731587752fd672b1a43f9a98be6c7

OR Dial-in at Number: (408) 418-9388 Meeting ID: 146 155 0539

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 JASON MANZO, 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 19, 2020 agenda and the minutes from the July 28, 2020

Meeting.

2. FOR DISCUSSION:

Receive the Administrator's Report with the inclusions of SNACC System Reports

for the month of June and July 2020.

3. FOR POSSIBLE ACTION:

Ratify the implementation of the emergency air conditioning unit replacement at

Red Mountain site.

4. FOR DISCUSSION/ACTION:

Authorize the utilization of the State of Nevada contract #3234, for Services for Microwave Backhaul Replacement to Aviate U.S. Inc., under CBE No. 604782-18;

and authorize staff to issue purchase orders, subject to approved budget

appropriations.

5. FOR DISCUSSION:

Receive a presentation from Jose Suarez on TDMA (Time Division Multiple

Access).

6. FOR DISCUSSION:

Receive a presentation from Motorola on current and future events.

#### **COMMENTS BY THE GENERAL PUBLIC**

Chair: Scott Mazick Vice Chair: Chris Vasquez

Board Members: Wendy Lotman, Larry Haydu, Isaac Henn, Bill Baltas,
Frank Milligan, Brian Nebeker, Vince Albowicz & Brad Adams
Page 1 of 2

# AGENDA SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL BOARD OF DIRECTORS REGULAR MEETING

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

<b>Issue:</b> Approve the August 19, 2020 agenda with the inclusion of tabled and/or reconsidered items, emergency items, and/or deletion of items, and approve the minutes of the July 28, 2020 meeting.	<b>Date:</b> August 19, 2020
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 1
Recommendation - FOR POSSIBLE ACTION:  For the Board to approve the August 19, 2020 agenda with the inclusion of tabled emergency items, and/or deletion of items, and approve the minutes of the July 28 action as necessary.	· 1

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:** 

Jason Manzo



### Southern Nevada Area Communications Council

#### **MEETING MINUTES**

Date: July 28, 2020

Location: Southern Nevada Area Communication Council Headquarters – VIA WEBEX

6000 E. Rochelle Ave Las Vegas, NV 89122

Time: 10:00 A.M.

Board members present: Scott Mazick, Chair Chris Vasquez, Vice Chair

Frank Milligan Vince Albowicz
Brad Adams Isaac Henn
Mike Blackeye Bill Baltas

Wendy Lotman

#### Call to Order

#### **Public Comment:**

Ryan Doyle, University Police Services - The SNACC Cooperative agreement is with our council, we hope to get that signed and returned shortly. Second, I wanted to thank Dave Goss, the SNACC Administrator, he was instrumental in us leading NSRS and joining the SNACC System due to the many positive experiences we had with Mr. Goss and his team. Under his leadership and guidance, he has helped to substantially grow the number of agencies participating on the SNACC system and I hope the SNACC Board gives the appropriate way to any recommendation to Clark County to approve his Voluntary Separation Plan. Dave is has been an absolute pleasure working with you over the past three years and on behalf of University Police Services and Nevada System of Higher Education, we wish you nothing but the best as you enter this next phase of your life, enjoy your retirement it is well deserved.

David L. Goss – Thank you, Ryan I really appreciate that.

#### **Introduction of the Board:**

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 discussions relating to an item at any time

- 1. Approve the July 28, 2020 agenda with the inclusion of tabled and/or reconsidered items, emergency items, and/or deletion of items, and approve the minutes of the June 10, 2020 meeting. (FOR DISCUSSION/ACTION):
  - A motion was made to approve; motion passed unanimously.
- 2. For the Board to approve David L. Goss's Voluntary Separation Plan. (FOR DISCUSSION/ACTION):
  - **David Goss** I don't know what to say other than hopefully, we can get this approved. This was approved by the County already and it really just needs to be approved by the Board.
  - Scott Mazick Thanks Dave. This is the reason why we called the emergency Board meeting. Ideally it would have worked out where we would have had a regularly scheduled Board meeting to discuss this, but Dave's last day is the 31<sup>st</sup> of August. We need to officially adopt this VSP as a board. There are some financial impacts to the SNACC Board and the SNACC budget. We have asked Robert Vega to be part of the Board meeting to go over the impact.
  - Robert Vega As Scott said, we should have brought this to the Board for approval before it was brought to the county, but the VSP program was very quick, it was time limited, and we took things out of order. The fiscal impact is combined with part of the severance pay that County offered with the VSP and it also includes sick time and vacation time, the total fiscal impact is \$101,652.83, it will probably be charged back to SNACC and we wanted to let everybody know.
  - Scott Mazick Part of the VSP is the buyout of sick and leave bank? Another piece is separation pay, or severance, which is one week for every two weeks of service?
  - Robert Vega Yes, that is correct and two years of medical.
  - Scott Mazick How will this be billed to SNACC? Will this be sent as one lump sum?
  - Robert Vega I am not sure how that will be billed, I do not have that information at the moment.
  - Vince Albowicz So Mr. Vega was saying that only part of it would be bill back? And there was a potential for the county to cover part of that?
  - Robert Vega I am not sure, I will know when I get an answer about how this is going to work.
  - Scott Mazick So Robert I think speaking for Vinny, I think the concern is this. Dave, when you started working for Clark County, were you a SNACC employee the entire time?
  - **David Goss** Yes, I was a SNACC employee the entire time.

- Scott Mazick Robert, if Dave worked for another department, I think the concern was that we would incurred the costs of him working in another department.
- Vince Albowicz When Mr. Vega was talking he sort sounded like SNACC would be billed but sort of mentioned that Clark County was going to cover part of this.
- **Daniela Soto-Leon** I just got a text from finance, they are saying that the funds will be taken from the SNACC fund in one lump sum. And the County will not cover any of it.
- Scott Mazick Thank you, Candis for that. Dave, thank you for your long service with SNACC. I think SNACC is in a better place than when we started. I certainly enjoy as a RTC customer of SNACC, working with you and your team over the years. Thank you for everything you have done and best wishes, enjoy the golf course.
- David Goss I appreciate it from everyone, it has been a great experience. I appreciate working with everyone over the years, I hope to stay in contact with a lot of you. Thank you.
- Frank Milligan I think I am the longest serving Board member now. Dave and I had a lot of time together, I can't say enough about what David did, especially with the Motorola project. Thank you Dave, you definitely made a difference for SNACC.
- A motion was made to approve; motion passed unanimously.
- 3. For the Board to authorize acting pay until May 31, 2021 to one of the SNACC employees, pending Clark County Manager approval. (FOR DISCUSSION/ACTION):
  - Scott Mazick In Dave's absence, we have to put someone in as the Administrator and fill this position. So the background on this is that based on Article 20 of the SEIU contract, the County Manager or Assistant County Manager approval is required for acting pay for periods greater than 30 calendar days. The department head/designee can approve up to 30 calendar days. The max amount of time that we can authorize acting pay without Clark County Manager approval is 30 days. The cost recovery date for a David L. Goss's Volunteer Separation Plan is May 6, 2021. We will not be able to hire a full time position until then. Again, Robert Vega, the department head, Deputy CIO for the Clark County, under which SNACC reports to, under the impact, SNACC acting pay would be for a 4% increase over what the employees are making now. Robert, in discussions you and I had, lets back tract that, the May 6, 2021 is the date when Dave's pay will be officially off the books. Robert, do you see any concern with County Manager or Assistant Manager approving this until May of 2021.
  - Robert Vega right now I do not see any issues getting approval from the County Manger or assistant manager to extend all the way till May 31, 2021. I am working on the memo to get approval within the next 30 DAYS. I have already discussed this with Nadia Hansen. We are going to approve this for the 30 days and that will give us enough time to get this up to the county manager.
  - Scott Mazick What if the county manager does not approve the acting pay past the 30 days. What would the SNACC Board do after that with the Administrator position, knowing we can't do any recruitment until after May 2021?
  - Robert Vega At that point we will have to get with Finance and legal and see what we can do to reduce the cost recovery date, with the financial impact.

- Daniela Soto-Leon Candis says you would not be able to hire until after May 2021.
- Scott Mazick Thank you for that Robert. I would like to make a recommendation that we ask Jason Manzo to be the acting Administrator of the SNACC Department for the minimum of 30 days, pending the Clark County Manager approval. I will open the floor for discussions on the items.
- Wendy Lotman I agree, I think that Jason is a great choice. Do we know if anyone else is interested in the position? Have we talked to the other staff of their interest?
- Scott Mazick I have not.
- Wendy Lotman I know we are doing a 30 day thing, and we can probably discuss it later. We have talked about splitting the time if there is more than one person. I have no problem with having Jason move forward in the interim so we can keep things moving.
- A motion was made to approve; motion passed unanimously.
- Scott Mazick Jason, Congratulations, you are our next SNACC Administrator. Be forewarned that the Board will ride you heavily. Robert Vega, Deputy CIO will be handling all of the personnel, paid time off, and the performance evaluations for the SNACC team until a fulltime recruitment is in place and completed. Jason you have big shoes to fill, I hope you are up for the job.
- Jason Manzo Thank you, everyone. I appreciate your confidence and I look forward with continuing here at SNACC, continue the great partnership with the Board members, and all of our agencies.

#### **COMMENTS BY THE GENERAL PUBLIC:**

- Dane Mattoon I just wanted to take a minute, as being a former SNACC Chairman and Board member of many years and now a Motorola employee. I wanted to echo what everyone else is saying specifically on the move about the P25 upgrade. This was a big move up after the creation of SNACC itself. And to move this high technology area P25 and hopefully moving towards phase II in a few years. Dave was very instrumental in all that, it was always a pleasure to work with and I just wanted to say thank you. From me personally, but also Motorola.
- **David Goss** I appreciate that very much.
- Vince Albowicz I wanted to thank Dave for all of his hard work and dedication. I also wanted to make sure we are giving everyone an opportunity, to try the Administrator position. I also want to make sure we are being fair to everyone.

#### **NEXT MEETING DATE/ADJOURN:**

Next SNACC meeting: August 19, 2020 Meeting adjourned at 11:04 A.M. Respectfully submitted:

Scott Mazick, Chairman Attachments

<b>Issue:</b> Receive the Administrator's Report with the inclusions of SNACC System Reports for the month of June and July 2020.	<b>Date:</b> August 19, 2020
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 2
Recommendation - FOR DISCUSSION: For the Board to receive the Administrator's Report with the inclusions of SNACC month of June and July 2020.	System Reports for the
Fiscal Impact: None	

#### Background:

This report is to inform the Board on the status of SNACC. The Administrator also includes any current system issues, deficiencies, and/or updates.

**Respectfully Submitted:** 

Jason Manzo

#### SNACC ADMINISTRATOR'S REPORT

#### August 19, 2020

#### **SNACC BUSINESS:**

- 1. July 13<sup>th</sup>- We pushed out security patches remotely to all dispatch consoles, we did not get any negative feedback. This is a part of the Remote Software Upgrade Service. We are pushing pretested security patches on Microsoft Windows operating systems. The updates are tested for compatibility with Motorola applications. There is no downtime while these updates are being push and is seamless to the users. After all of the updates were pushed, I sent out an email to users with Windows clients on the radio system (radio dispatch consoles). I then let the dispatch centers know that each console will need to be rebooted to complete the install. This reboot can be done when it is convenient for dispatch center. These windows will be pushed out ever monthly.
- 2. July 14th- We replaced our broken air conditioner at Red Mtn.
- 3. July 16<sup>th</sup> we had a high temperature alarm at the Beacon site and Angles Peak. The site at Beacon was 158 degrees in the room. SNACC decided to turn off our equipment to prevent damage from being done. Clark County Faculties along with a HVAC vendor responded to the site and fixed the AC. SNACC was still on site and turned our equipment back on. SNACC notified the agencies that were impacted by equipment being turned off. Clark County facilities also responded to Angles Peak. Clark County Facilities added a 3<sup>rd</sup> a/c unit at Angles to correct the issue.
- 4. July 20th- We updated the anti-virus program on all radio consoles at the dispatch centers.
- 5. July 28<sup>th</sup>- SNACC installed updates to the radio servers at the SNACC office. These updated have the potential of causing an outage, so it was planned at 4:00 am and all users were notified on July 16<sup>th</sup> and July 27<sup>th</sup>. The anticipated outage is just for a few seconds, but we planned for up to 5 minutes in case of any problems. The patches took longer to push out, and the potential outage window was changed from 4:00 am to 5:00 am. I called all 911 dispatch centers it inform them of the change. At 5:00 am we rebooted the servers and the outage was about 2 seconds long. I then called all 911 dispatch centers to inform them that the work was complete. For the next hour radio dispatch consoles heard a beeping while the alias database reset but had no impact on radio or console communications. These updates will now be installed every quarter as part of the Remote Software Upgrade Service
- 6. July 28th We installed a secondary a/c unit at Red Mtn.

- 7. Update of Geneva site located in the City of Henderson. Henderson has secured the funding to replace their microwave from Geneva to Henderson dispatch which has stop working. This has caused the Geneva site to be disconnect from the SNACC system. Henderson is also going to replace their microwave from Henderson dispatch to the FAO.
- 8. SNACC is continuing to work with Las Vegas Metropolitan Police Department Radio Communication Bureau on a daily to weekly basis.

#### **SYSTEM REPORTS:**

#### **JUNE 2020:**

Airtime - 2,4161.8 (Hours)

Push to Talks - 1,784,986

**Busies – 15 (.53 minutes)** 

#### **JULY 2020:**

Airtime - 2,719.7

Push to Talks - 1,976,733

Busies - 71 (3.57 min)

Issue: Ratify the implementation of the emergency air conditioning unit replacement at Red Mountain site.	<b>Date</b> : August 19, 2020
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 3
Recommendation - FOR POSSIBLE ACTION:  For the Board to ratify the implementation of the emergency air conditioning site and/or take action as necessary.	unit replacement at Red Mountain

#### Fiscal Impact:

\$26,362.00 (Includes):

New 3.5 ton dual head mini split install..... \$16,985.00 4 ton thru wall A/C unit replacement..... \$9, 377.00

#### Background:

Our four ton air conditioning unit was about 20 years old. There was a problem with the coil that was non-repairable. The broken unit was replaced on July 14, 2020. The brand new mini split unit was replaced on July 22, 2020.

**Respectfully Submitted:** 

Jason Manzo



6295 S. PEARL ST., STE. #1400. • LAS VEGAS, NV 89120 • (702) 597-0314 • FAX (702) 597-0303 LICENSE #0073520 (C-21B)

PROPOSAL No. 20-29037

July 2, 2020

Daniela Soto-Leon Clark County - SNACC Red Mountain Boulder City, NV

Subject: Clark County - SNACC - New 3.5 ton dual head mini split install.

Dear Daniela.

Emcor Services Nevada is pleased to provide this proposal to perform the following repairs at Red Mountain, Boulder City, Nevada.

#### Scope of Work:

- Report to customer upon arrival.
- Emcor to provide new electrical circuit for new unit.
- Provide and install new 3.5 ton mini split. 1 condenser and 2 evaporators.
- · Provide and install line sets from condenser to evaporators.
- Provide equipment pad for condenser.
- · Provide and install drain lines from units.
- Pull system into vacuum and charge with refrigerant.
- Perform system start up and verify proper operation.
- This price includes engineer's drawings and installation permits. If Clark County chooses to take care of permits in house price can be reduced.
- Clean up work area.
- Provide written summary of work completed and recommendations to customer upon departure.

This proposal includes material at standard freight and production charges.	
Total Cost of this proposal\$16,985.00	

#### Warranty:

Ninety (90) days on labor plus manufacturer's warranty on parts. Warranty on new or used compressor is one year.

#### Terms of Sale:

Acceptance of this proposal indicates your agreement to Emcor Services Nevada standard terms and conditions.

#### Exclusions:

- Should upon performance of the above, it be noted that any additional labor and materials are required to place the
  equipment in proper operational order, you will be notified and your approval obtained prior to proceeding with any
  additional work.
- In the event that the project covers tasks where isolation valves are required for the work to proceed remedying leaking or non functioning valves are not included.
- Additional parts and labor not specifically mentioned in the above scope.

The above referenced price will be held firm for a period of thirty (30) days from the date of this proposal. If you have any questions or require any additional information, please feel free to contact me at (702) 547-0314 or at ralvarado@emcor.net.

By: Randy Alvarade	Ву:
EMCOR Services Nevada Randy Alvarado	Customer
Service Operations Manager	Accepted Date:

#### **Terms and Conditions:**

- A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7:30 a.m. to 4 p.m., Monday through Friday.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon the Customer's operating and maintaining systems/equipment. The Customer will do so in according to industry-accepted practices, or in consideration of our recommendations.
- C. The Customer will provide and permit reasonable access to all areas where work is to be performed. EMCOR Services Nevada will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the Customer in accordance with EMCOR Services Nevada current established rates.
- E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- F. EMCOR Services Nevada will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- G. EMCOR Services Nevada is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by EMCOR Services Nevada.
- This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by EMCOR Services Nevada. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- J. EMCOR Services Nevada shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- EMCOR Services Nevada shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- M. Only EMCOR Services Nevada personnel or agent are authorized to perform the work included in the scope of this agreement. EMCOR Services Nevada may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- N. This Agreement and all rights hereunder shall not be assignable unless approved by EMCOR Services Nevada. In the event of additional freight, labor, or material costs resulting from a Customer request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at EMCOR Services Nevada current established rates.
- O. EMCOR Services Nevada scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event EMCOR Services Nevada encounters such material in performing its work, EMCOR Services Nevada will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- Q. This agreement does not include the disposal of hazardous waste; any charges incurred for their proper disposal will be born by the customer as an extra to the contract price.
- R. The Customer agrees that in the event that there shall have been passed a federal and/or state law which shall compel EMCOR Services Nevada to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by EMCOR Services Nevada cost of performing this contract.
- S. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the Customer's purchase order will have any force or effect.



6295 S. PEARL ST., STE. #1400. • LAS VEGAS, NV 89120 • (702) 597-0314 • FAX (702) 597-0303 LICENSE #0073520 (C-21B)

PROPOSAL No. 20-29029

July 2, 2020

Daniela Soto-Leon Clark County - SNACC Red Mountain Boulder City, NV

Subject: Clark County - SNACC - 4 ton thru wall A/C unit replacement.

Dear Daniela,

Emcor Services Nevada is pleased to provide this proposal to perform the following repairs at Red Mountain, Boulder City, Nevada.

#### Scope of Work:

- Report to customer upon arrival.
- Lock out tag out existing equipment.
- Disconnect and remove failed 4 ton thru wall unit and environmentally dispose of. Unit to become property of Emcor Service NV at that time.
- · Provide and install new Bard 4 ton thru wall unit.
- · Provide all electrical and duct connections needed for replacement.
- · Perform unit start up and verify proper operation.
- Clean up work area.
- Provide written summary of work completed and recommendations to customer upon departure.

This proposal includes material at standard freight and production charges.	
Total Cost of this proposal \$9.377.00	

#### Warranty.

Ninety (90) days on labor plus manufacturer's warranty on parts. Warranty on new or used compressor is one year.

#### Terms of Sale:

Acceptance of this proposal indicates your agreement to Emcor Services Nevada standard terms and conditions.

#### Exclusions:

- Should upon performance of the above, it be noted that any additional labor and materials are required to place the
  equipment in proper operational order, you will be notified and your approval obtained prior to proceeding with any
  additional work.
- In the event that the project covers tasks where isolation valves are required for the work to proceed remedying leaking or non functioning valves are not included.
- · Additional parts and labor not specifically mentioned in the above scope.

The above referenced price will be held firm for a period of thirty (30) days from the date of this proposal. If you have any questions or require any additional information, please feel free to contact me at (702) 547-0314 or at ralvarado@emcor.net.

By: Randy Alvarade	Ву:	-
EMCOR Services Nevada Randy Alvarado	Customer	
Service Operations Manager	Accepted Date:	

#### **Terms and Conditions:**

- A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7:30 a.m. to 4 p.m., Monday through Friday.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon the Customer's operating and maintaining systems/equipment. The Customer will do so in according to industry-accepted practices, or in consideration of our recommendations.
- C. The Customer will provide and permit reasonable access to all areas where work is to be performed. EMCOR Services Nevada will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the Customer in accordance with EMCOR Services Nevada current established rates.
- E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- F. EMCOR Services Nevada will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- G. EMCOR Services Nevada is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by EMCOR Services Nevada.
- I. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by EMCOR Services Nevada. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- J. EMCOR Services Nevada shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- EMCOR Services Nevada shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- M. Only EMCOR Services Nevada personnel or agent are authorized to perform the work included in the scope of this agreement. EMCOR Services Nevada may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- N. This Agreement and all rights hereunder shall not be assignable unless approved by EMCOR Services Nevada. In the event of additional freight, labor, or material costs resulting from a Customer request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at EMCOR Services Nevada current established rates.
- O. EMCOR Services Nevada scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event EMCOR Services Nevada encounters such material in performing its work, EMCOR Services Nevada will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- Q. This agreement does not include the disposal of hazardous waste; any charges incurred for their proper disposal will be born by the customer as an extra to the contract price.
- R. The Customer agrees that in the event that there shall have been passed a federal and/or state law which shall compel EMCOR Services Nevada to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by EMCOR Services Nevada cost of performing this contract.
- S. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the Customer's purchase order will have any force or effect.

Issue: Authorize the utilization of the State of Nevada contract #3234, for Services for Microwave Backhaul Replacement to Aviat U.S. Inc,. under CBE No. 604782-18; and authorize staff to issue purchase orders, subject to approved budget appropriations.	<b>Date:</b> August 19, 2020
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 4
Recommendation - FOR DISCUSSION/ACTION: For the Board to authorize the utilization of the State of Nevada contract #3234, for Backhaul Replacement to Aviat U.S. Inc,. under CBE No. 604782-18; and authorized orders, subject to approved budget appropriations and/or take action as necessar	ze staff to issue purchase

#### **Fiscal Impact:**

**TBD** 

#### Background:

The State of Nevada, Dept. of Administration, Enterprise IT Services recently completed the upgrade of the state's entire public safety microwave system. It was a multi-year project that was competitively bid and Aviat Networks was selected because they were the lowest cost and most responsive bidder. The terms of the contract between the State of Nevada and Aviat Networks allows for all state agencies, as well as all cities and counties within Nevada to take advantage of the contract for similar public safety microwave projects. The following microwave agencies, cities and counties have already taken advantage of this contract: Clark County Water Reclamation District, Clark County IT, City of Henderson, Humboldt County and most recently Nevada DOT. SNACC will benefit from utilizing the contract by getting better pricing than going out to competitive bid with the additional benefits of equipment commonality, spares and technical support the State currently enjoys.

**Respectfully Submitted:** 

Jason Manzo

Issue: Receive a presentation from Jose Suarez on TDMA (Time Division Multiple Access).	<b>Date:</b> August 19, 2020
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 5
Recommendation - FOR DISCUSSION: For the Board to receive a presentation from Jose Suarez on TDMA (Time Divisio	n Multiple Access).

#### **Fiscal Impact:**

None

#### Background:

This feature was mandated by the SNACC Board for all SNACC Users in 2017. The deadline to transition to TDMA has not been set by the Board.

**Respectfully Submitted:** 

Jason Manzo

Issue: Receive a presentation from Motorola on current and future events.	<b>Date:</b> August 19, 2020
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 6
Recommendation - FOR DISCUSSION: For the Board to receive a presentation from Motorola on current and future event	ts
Fiscal Impact: None	_
Background:  Motorola would like to give the Board an update on current and future events on the state of the	he bi-monthly basis.
Respectfully Submitted:	
0	

Jason Manzo
Acting SNACC Administrator