

AGENDA
SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL
BOARD OF DIRECTORS
REGULAR MEETING

10:00 A.M. – MAY 19, 2021

<https://clarkcountynv.webex.com/clarkcountynv/onstage/g.php?MTID=ed76d8b810abe7ad5cf8a1cb66f8aad22>

6000 E. Rochelle Ave, Las Vegas, NV 89122

Phone: **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 JASON MANZO, SNACC OFFICE, 6000 EAST ROCHELLE, 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 May 19th, 2021 agenda with the inclusion of tabled and/or reconsidered items, emergency items, and/or deletion of items, and approve the minutes of the February 17, 2021 meeting.
2. FOR DISCUSSION: Receive the Administrator's report with the inclusion of the SNACC monthly financial reports and budget variances for January, February, March and April 2021 and system reports for February, March, and April 2021.
3. FOR POSSIBLE ACTION: Approve the Fiscal Year 2022 Proposed Final Budget, this will be presented by the Acting Administrator, Jason Manzo.
4. FOR POSSIBLE ACTION: Approve the Nevada Gaming Control Board Contract Renew with SNACC effective July 1, 2021 thru June 30, 2023.
5. FOR POSSIBLE ACTION: Approve the APEX site contract between the State of Nevada Department of Administration, Enterprise Information Technology Services and Southern Nevada Area Communications Council for the rack space rental.

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

AFFIDAVIT 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
Clark County Water Reclamation District
Clark County Courthouse Annex
Las Vegas Valley Water District
<https://notice.nv.gov/>

PLEASE POST

Chairman: Scott Mazick **Vice Chairman:** Chris Vasquez

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

**Southern Nevada Area Communications Council
Agenda Item**

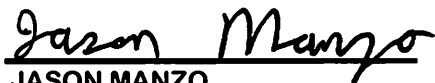
Issue: Approve the May 19, 2021 agenda with the inclusion of tabled and/or reconsidered items, emergency items, and/or deletion of items, and approve the minutes of the February 17, 2021 meeting.	Date: May 19, 2021
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 1
Recommendation - FOR POSSIBLE ACTION: That the Board approve the May 19, 2021 agenda with the inclusion of tabled and/or reconsidered items, emergency items, and/or deletion of items, and approve the minutes of the February 17, 2021 meeting and/or take action as necessary.	

Fiscal Impact: None

Background:

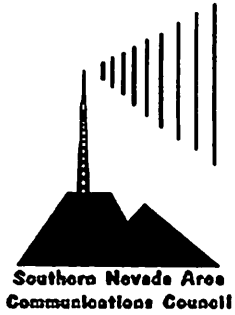
The Southern Nevada Area Communications Council operates an 800 megahertz (MHz) Public Safety radio communications system in the Clark County/Las Vegas urban area. This will be a reoccurring item.

Respectfully Submitted:



JASON MANZO

Acting SNACC Administrator



Southern Nevada Area Communications Council

MEETING MINUTES

Date: February 17, 2021

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
	Isaac Henn	Brian Nebeker
	Larry Haydu	Bill Baltas
	Wendy Lotman	

Call to Order

Public Comment:

Scott Mazick – Dave Goss, the former Administrator recently passed away. I would like to send my condolences on behalf of the SNACC Board to Dave's family, he is a big part of why we are here now. Dave we will miss you.

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 February 17, 2021 agenda and the minutes from the December 9, 2020 meeting. (*FOR POSSIBLE ACTION*):

- A motion was made to approve; motion passed unanimously.

2. **Receive the Administrator's report with the inclusion of the SNACC monthly financial reports and budget variances for October, November and December and system reports for December 2020 and January 2021. (FOR DISCUSSION):**

SNACC ADMINISTRATOR'S REPORT

FEBRUARY 17, 2021

We have received payment from the Bureau of Reclamation for \$559,335.00 for the Hoover Dam site. We had our kick-off meeting for the Over the Air Programming and Device Management Services project with Motorola. This project should be completed around late March.

Aviat- I will be receiving the statement of work from Aviat this week and will be reviewing with the Technical Working Group.

Brooks UPS- This is scheduled to be replaced on February 25th. Working with the vendor and electrician they believe they can complete the work without disrupting power to the prime site.

SNACC UPS- We have ordered new batteries for the UPS at SNACC for the master site. The vendor should have them in 5-7 business days.

Monthly Patches - For dispatch consoles the monthly patches are pushed out the second Monday of every month. We have been asking the dispatch centers to assist us and reboot their consoles. It is crucial for all dispatch centers to reboot their consoles every third week of the month. This is crucial because if a console is not rebooted the security updates are not implemented making our network vulnerable.

BUDGET VARIANCES:

OCTOBER 2020

1. Overtime – 18% - \$1344.58 – Jose worked overtime for Hoover Dam project
2. Call backs – 6.7% - \$165.38 – There was a call back for Jose to assist the City of Henderson Fire Department
3. Minor Equipment and tools – 7.5% - \$288.54 – HD Supply
4. Office Supplies – 19.4% - \$291.23 – Staples order
5. Print/Production – 10.2% - Konica Minolta printer
6. Clark County Agreement – 20.6% - \$10,177.00

NOVEMBER 2020

1. Cleaning Custodial – 12.9% - \$350 – Mr. Janitorial
2. Equipment Maintenance and Repair – 9.1% - \$1139.20 – DP Air
3. Capital Lease Interest – 52.7% - \$46,041.08 – Motorola for our P25 System
4. Capital Lease Payment – 49.5% - \$245,249.83 – Motorola payment for our P25 System.
5. Vehicle Maintenance – 5.8% - \$1170.38 – Preventative Maintenance on one of the SNACC Vehicles.
6. Print/Production – 10.7% - \$169.98 – Konica Minolta Printer

DECEMBER 2020

1. Call back – 9% - \$223.88 – Jose had a call because Clark County OEM assistance on new year eve.
2. Operating and Cleaning Supplies – 7.3% - \$51.25 – Brady Industries order for disinfectant, paper towels, and restroom spray.
3. Print/Production – 10.3% - \$163.40 – Konica Minolta Printer

SYSTEM REPORTS

DECEMBER 2020

Airtime – 2,648 (Hours)
Push to Talks – 1,940,820
Busies – 28 (.98 minutes)

JANUARY 2020

Airtime – 2,628 (Hours)
Push to Talks – 1,932,599
Busies – 35 (.94 minutes)

These reports can be found on the SNACC Website: <http://SNACCOnline.com>

- **Frank Milligan** – The overtime in October was that just for one month?

- **Jason Manzo** – Yes, it was during the Hoover Dam project.
- **Scott Mazick** – Do we have a contingency plan?
- **Jason Manzo** – Yes, they would be on the ASR sites, we would have some busies but they would still have coverage.
- **Scott Mazick** – What about the master site?
- **Jason Manzo** – They are anticipating having everything in service, the plan is to have zero outages, we are going to be meeting to make sure that we are in service.
- **Scott Mazick** – If you could please identify this date and send a notice, that would be great.
- **Jason Manzo** – Yes, we will send out an email to all users.

3. Approve the Genesis Essential Service Agreement quote for the coverage dates of April 1, 2021 through March 31, 2022. (FOR POSSIBLE ACTION):

- **Brian Nebeker** – Jason, are you satisfied with this software and application and what it does? Or should we look elsewhere?
- **Jason Manzo** – We are very satisfied with this tool; it provides us a lot of information we need.
- A motion was made to approve; motion passed unanimously.

COMMENTS BY THE GENERAL PUBLIC:

Dane Mattoon - Hello, I am Dane Mattoon. I represent Motorola Solutions for the State of Nevada. I was also a long time SNACC user and former Chairperson. I wanted to take a minute and echo the remarks of Chairperson Scott Mazick about Dave Goss' passing and let the SNACC family know that you have your Motorola partners and my greatest condolences. Dave was always a call away to assist in whatever way he could. He will be missed but not forgotten.

NEXT MEETING DATE/ADJOURN:

Next SNACC meeting: April 21, 2020 at 10:00 A.M.

Meeting adjourned at 10:18 A.M.

Respectfully submitted:

Scott Mazick, Chairman
Attachments

**Southern Nevada Area Communications Council
Agenda Item**

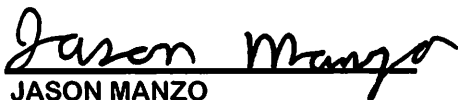
Issue: Receive the Administrator's report with the inclusion of the SNACC monthly financial reports and budget variances for January, February, March, and April 2021 and system reports for February, March, and April 2021.	Date: May 19, 2021
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 2
Recommendation - FOR DISCUSSION: That the Board receive the Administrator's report with the inclusion of the SNACC monthly financial reports and budget variances for January, February, March, and April 2021 and system reports for February, March, and April 2021.	

Fiscal Impact: None

Background:

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

Respectfully Submitted:


JASON MANZO

Acting SNACC Administrator

SNACC ADMINISTRATOR'S REPORT

May 19, 2021

SNACC UPDATES:

2/25/21- We replaced the UPS and transfer switch at the Brooks site. This is a simulcast site and the prime site for all the simulcast sites. We were able to do this without causing any radio service disruption. Nationwide Power was the vendor that we hired for this job.

03/4/21- We replaced the batteries in our UPS at the SNACC office which maintains the SNACC master site equipment. Nationwide Power was the vendor that we hired for this job.

03/9/21 – Jason and Jose replaced the UPS batteries at the Mandalay Bay site.

3/30/21- We completed the Over the Air Programming and Device Management Services project with Motorola. We have begun adding radios to Device Management Server and have updated several radios so they can be programmed over the air.

4/24/21- The site at Apex went down for just over an hour. This was due to a power outage that damaged a power transformer and popped the breaker to the fiber converter. The breaker was reset, and the building ran on generator power, until NV Energy repaired the power transformer.

5/11/21- Clark County IT and Henderson IT were able to repair the broken microwave hop from Geneva to Henderson Dispatch. SNACC was able to turn the Geneva site back on and is now being used again. Henderson IT is waiting for the new microwave to ship and replace the old microwave.

UPS MAINTENANCE - I have picked Nationwide Power to start preventive maintenance on our 4 large uninterruptible power supply (UPS). Each UPS will be receiving a PM twice a year, 1 major and 1 minor. The cost for this service is \$4,441.67 for the year. This will start after July 1st, 2021 and is already in our budget for the new fiscal year.

BUDGET VARIANCES:

January 2021

1. Equipment Maintenance and repair – 11.9% - \$1,487.50 – DP Air
2. Computers and supplies – 28.6% - \$1,288.76 – CDW, UPS for the SNACC HQ master switch
3. Electricity – 9.4% - \$1,506.64 – NV Energy invoice for Brooks Site in North Las Vegas, BC Power bill for site in Boulder City, this was three invoices in one.
4. Vehicle Maintenance – 7.2% - \$1,438.84 – This was for maintenance and fuel for two SNACC vehicles (Colorado and Silverado) and the SNACC generators.
5. Print/Reproduction – 9.7% - \$155.22 – Konica Minolta Copier Charges for December 2020
6. Clark County Agreement, ERP, IT Support, etc. – 21.2% - \$10,273.00 – Fiscal Year 2021, Quarter 3, APCO, and AFC dues.

February 2021

1. Cleaning/Custodial – 12.8% - \$350 – Mr. Janitorial, due to COVID the cleaning companies are required to purchase specific cleaning solutions for all Clark County office and/or facilities.
2. Operating and cleaning supplies – 8.3% - \$58.89 – FedEx – we sent out the Aeroflex 8800 for its yearly calibration
3. Minor Equipment (Tools, cables, etc.) – 9.2% - \$354.54 – HD Supply – flame-resistant overalls for Big Horn, NV Energy requires these flame-resistant overalls for anyone that enters the site. And a portable air compressor.
4. Electricity – 12.4% - \$1,987.99 – NV Energy bill for Brooks and BC Power for SNACC site in Boulder City.
5. Telecommunications – 25.2% - \$2,483.56 – Telecom Fee for Nov/Dec 2020
6. Print/Reproduction – 9.6% - \$154.10 - Konica Minolta copier charges

March 2021

1. Cleaning/Custodial – 12.9% - \$350 – Mr. Janitorial, due to COVID the cleaning companies are required to purchase specific cleaning solutions for all Clark County offices and/or facilities.
2. Business Liability Insurance – 14% - \$4,120 – Fiscal year 2021 Liability retention billing/liability billing
3. Minor Equipment (Tools, cables, etc.) – 83.2% - \$4,443.32 – Locus USA – DiagnostX extended annual maintenance which covers hardware or software defects that might arise within the annual maintenance term.
4. Computers and supplies – 5.9% - \$262.45 – headset, alligator clips, usb-c cable, 32GB flash drives and charging cables.
5. Electricity – 5.7% - \$912.71 – NV Energy (For SNACC site in Boulder City)
6. Travel/training – 17.8% - \$349 – SkillPath Seminars for Office Specialist, this is an annual pass for unlimited training.
7. Print/Reproduction – 9.7% - \$155.65 – Konica Minolta copier charges

April 2021

1. Overtime – 6.8% - \$480.07 – APEX call back on a Saturday (As referenced above on 4/24/2021) – Power transformer was damaged, NV Energy had to come replace the power transformer. There were also a few hours of overtime to meet SNACC business needs.
2. Cleaning/custodial – 12.9% - \$350 - Mr. Janitorial, due to COVID all contracted cleaning companies are required to purchase specific cleaning solutions for all Clark County offices and/or facilities.
3. Equipment maintenance and repair – 72.6% - \$29,720.50 – DP Air and emergency UPS replacement at Brooks Site, March invoice for the Nationwide Power Solutions, and there is also a charge for the UPS batteries at the SNACC headquarters.
4. Electricity – 5.6% - \$900.11 – NV Energy (For SNACC site in Boulder City)
5. Vehicle Maintenance – 10.2% - \$2,050.08 – Clark County Automotive generator maintenance and fuel costs
6. Telecommunications – 5.2% - United Teleservices, AT&T – telecom for main telephone and T1 lines.

SYSTEM REPORTS:

February 2021

1. Airtime – **2,464.7 (Hours)**
2. Push-To-Talks – **1,812,258**
3. Busies – **80 (3.59 Minutes)**

March 2021

1. Airtime – **2,931.2 (Hours)**
2. Push-To-Talks – **2,158,395**
3. Busies – **39 (0.84 Minutes)**

April 2021

1. Airtime – **2,950.9 (Hours)**
2. Push-To-Talks – **2,159,108**
3. Busies – **84 (2.50 Minutes)**

These reports can be found on the SNACC Website: <http://SNACOnline.com>

FUND 2520.000

Southern Nevada Area Communications Council

SNACC BUDGET REPORT: JANUARY 2021

CATEGORY	BUDGET	ACTUALS YTD	JANUARY	
			ACTUALS	% REMAINING
Annual Radio Fees and Buy Ins Billed	3,108,757.00	(2,990,715.88)	559,335.00	
Cost Recovery Billed (Console SUA II and Maintenance)	367,422.00	(12,860.00)		
Interest	30,338.00	81,591.86	4,670.67	
TOTAL REVENUES	3,506,517.00	(2,921,984.02)	564,005.67	-
Salaries & Benefits	490,113.00	330,270.23	24,382.10	32.6%
Overtime	7,500.00	3,750.27	304.35	50.0%
Call Back	2,500.00	1,981.36	171.99	20.7%
Professional services	2,350.00	2,350.00		0.0%
Cleaning/Custodial	2,720.00	1,150.00		57.7%
Equipment maintenance and repair	12,500.00	7,401.33	1,487.50	40.8%
Console SUAll	210,773.00			100.0%
Console maintenance	156,650.00			100.0%
Infrastructure SUAll	298,881.00			100.0%
Infrastructure maintenance	476,424.00			100.0%
Site rentals	10,266.00	9,766.88		4.9%
Office space (Water Reclamation)	12,000.00	12,000.00		0.0%
Business liability insurance	24,500.00	24,459.48		0.2%
Operating and cleaning supplies	705.00	51.25		92.7%
Office supplies	1,500.00	291.23		80.6%
Minor equip (tools, cables)	3,850.00	288.54		92.5%
Computers and supplies	4,500.00	1,288.76	1,288.76	71.4%
Electricity	16,000.00	6,107.45	1,506.64	61.8%
Capital lease interest	87,349.00	46,041.08		47.3%
Capital lease principal	495,233.00	245,249.83		50.5%
Travel/Training	8,500.00			100.0%
Vehicle Maint.	20,000.00	8,195.15	1,438.84	59.0%
Telecommunications	9,880.00	2,839.63		71.3%
Print/Reproduction	1,600.00	975.39	155.22	39.0%
CC Agreement, ERP, IT Support, etc.	48,763.00	30,627.00	10,273.00	37.2%
Capital Projects	653,333.00			100.0%
TOTAL EXPENSES	3,058,390.00	735,084.86	41,008.40	76.0%

Appropriated EFB 4,131,685.00 100.0%

Beginning FY fund balance 4,180,825
Fund balance as of report date: 4,811,781
Estimated FY21 ending fund balance: 4,628,952

FUND 2520.000

Southern Nevada Area Communications Council

SNACC BUDGET REPORT: FEBRUARY 2021

CATEGORY	BUDGET	ACTUALS YTD	FEBRUARY	
			ACTUALS	% REMAINING
Annual Radio Fees and Buy Ins Billed	3,108,757.00	(3,384,027.96)	393,312.08	
Cost Recovery Billed (Console SUA II and Maintenance)	367,422.00	(12,860.00)		
Interest	30,338.00	75,279.37	6,312.49	
TOTAL REVENUES	3,506,517.00	(3,321,608.59)	399,624.57	-
Salaries & Benefits	490,113.00	355,160.80	24,890.57	27.5%
Overtime	7,500.00	3,789.00	38.73	49.5%
Call Back	2,500.00	1,981.36		20.7%
Professional services	2,350.00	2,350.00		0.0%
Cleaning/Custodial	2,720.00	1,500.00	350.00	44.9%
Equipment maintenance and repair	12,500.00	7,401.33		40.8%
Console SUAll	210,773.00			100.0%
Console maintenance	156,650.00			100.0%
Infrastructure SUAll	298,881.00			100.0%
Infrastructure maintenance	476,424.00			100.0%
Site rentals	10,266.00	9,766.88		4.9%
Office space (Water Reclamation)	12,000.00	12,000.00		0.0%
Business liability insurance	29,500.00	28,579.48	4,120.00	3.1%
Operating and cleaning supplies	705.00	110.14	58.89	84.4%
Office supplies	1,500.00	291.23		80.6%
Minor equip (tools, cables)	3,850.00	643.08	354.54	83.3%
Computers and supplies	4,500.00	1,288.76		71.4%
Electricity	16,000.00	8,095.44	1,987.99	49.4%
Capital lease interest	87,349.00	46,041.08		47.3%
Capital lease principal	495,233.00	245,249.83		50.5%
Travel/Training	3,500.00			100.0%
Vehicle Maint.	20,000.00	10,076.52	1,881.37	49.6%
Telecommunications	9,880.00	5,323.19	2,483.56	46.1%
Print/Reproduction	1,600.00	1,129.49	154.10	29.4%
CC Agreement, ERP, IT Support, etc.	48,763.00	30,627.00		37.2%
Capital Projects	653,333.00			100.0%
TOTAL EXPENSES	3,058,390.00	771,404.61	36,319.75	74.8%

Appropriated EFB	4,131,685.00	100.0%
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Beginning FY fund balance	4,180,825
Fund balance as of report date:	5,698,838
Estimated FY21 ending fund balance:	4,628,952

FUND 2520.000

Southern Nevada Area Communications Council

SNACC BUDGET REPORT: MARCH 2021

CATEGORY	BUDGET	ACTUALS YTD	MARCH ACTUALS	% REMAINING
Annual Radio Fees and Buy Ins Billed	3,108,757.00	(3,385,608.28)	1,580.32	
Cost Recovery Billed (Console SUA II and Maintenance)	367,422.00	(12,860.00)		
Interest	30,338.00	59,217.26	16,062.11	
TOTAL REVENUES	3,506,517.00	(3,339,251.02)	17,642.43	-
Salaries & Benefits	490,113.00	384,501.81	29,341.01	21.5%
Overtime	7,500.00	4,041.98	252.98	46.1%
Call Back	2,500.00	1,981.36		20.7%
Professional services	2,650.00	2,650.00	300.00	0.0%
Cleaning/Custodial	2,720.00	1,850.00	350.00	32.0%
Equipment maintenance and repair	40,283.00	8,888.83	29,270.50	77.9%
Console SUAll	210,773.00			100.0%
Console maintenance	156,650.00			100.0%
Infrastructure SUAll	298,881.00			100.0%
Infrastructure maintenance	476,424.00			100.0%
Site rentals	10,266.00	9,766.88		4.9%
Office space (Water Reclamation)	12,000.00	12,000.00		0.0%
Business liability insurance	29,500.00	28,579.48		3.1%
Operating and cleaning supplies	705.00	110.14		84.4%
Office supplies	1,500.00	418.51	127.28	72.1%
Minor equip (tools, cables)	5,090.00	5,086.40	4,443.32	0.1%
Computers and supplies	4,500.00	1,551.21	262.45	65.5%
Electricity	16,000.00	9,008.15	912.71	43.7%
Capital lease interest	87,349.00	46,041.08		47.3%
Capital lease principal	495,233.00	245,249.83		50.5%
Travel/Training	1,960.00	349.00	349.00	82.2%
Vehicle Maint.	20,000.00	10,950.58	874.06	45.2%
Telecommunications	9,880.00	5,326.79	3.60	46.1%
Print/Reproduction	1,600.00	1,285.14	155.65	19.7%
CC Agreement, ERP, IT Support, etc.	48,763.00	30,627.00		37.2%
Capital Projects	625,550.00			100.0%
TOTAL EXPENSES	3,058,390.00	810,264.17	66,642.56	73.5%

Appropriated EFB 4,159,468.00 100.0%

Beginning FY fund balance	4,180,825
Fund balance as of report date:	6,226,772
Estimated FY21 ending fund balance:	4,628,952

FUND 2520.000

Southern Nevada Area Communications Council

SNACC BUDGET REPORT: APRIL 2021

CATEGORY	BUDGET	ACTUALS YTD	APRIL ACTUALS	% REMAINING
Annual Radio Fees and Buy Ins Billed	3,108,757.00	(3,385,608.28)		
Cost Recovery Billed (Console SUA II and Maintenance)	367,422.00	(200,750.60)	187,890.60	
Interest	30,338.00	50,575.58	8,641.68	
TOTAL REVENUES	3,506,517.00	(3,535,783.30)	196,532.28	-
Salaries & Benefits	490,113.00	414,882.26	30,380.45	15.3%
Overtime	7,450.00	4,522.05	480.07	39.3%
Call Back	2,550.00	2,505.13	523.77	1.8%
Professional services	2,650.00	2,650.00		0.0%
Cleaning/Custodial	2,720.00	2,200.00	350.00	19.1%
Equipment maintenance and repair	40,283.00	38,159.33		5.3%
Console SUAll	210,773.00			100.0%
Console maintenance	156,650.00			100.0%
Infrastructure SUAll	298,881.00			100.0%
Infrastructure maintenance	476,424.00			100.0%
Site rentals	10,266.00	9,766.88		4.9%
Office space (Water Reclamation)	12,000.00	12,000.00		0.0%
Business liability insurance	29,500.00	28,579.48		3.1%
Operating and cleaning supplies	705.00	110.14		84.4%
Office supplies	1,500.00	418.51		72.1%
Minor equip (tools, cables)	5,090.00	5,086.40		0.1%
Computers and supplies	4,500.00	1,551.21		65.5%
Electricity	16,000.00	9,908.26	900.11	38.1%
Capital lease interest	87,349.00	46,041.08		47.3%
Capital lease principal	495,233.00	245,249.83		50.5%
Travel/Training	1,960.00	349.00		82.2%
Vehicle Maint.	20,000.00	13,000.66	2,050.08	35.0%
Telecommunications	9,880.00	5,837.86	511.07	40.9%
Print/Reproduction	1,600.00	1,285.14		19.7%
CC Agreement, ERP, IT Support, etc.	48,763.00	30,627.00		37.2%
Capital Projects	625,550.00			100.0%
TOTAL EXPENSES	3,058,390.00	874,730.22	35,195.55	71.4%

Appropriated EFB	4,159,468.00			100.0%
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Beginning FY fund balance	4,180,825
Fund balance as of report date:	6,099,943
Estimated FY21 ending fund balance:	4,628,952

**Southern Nevada Area Communications Council
Agenda Item**

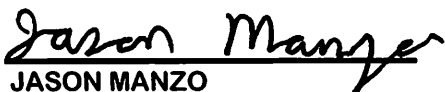
Issue: Approve the Fiscal Year 2022 Proposed Final Budget, this will be presented by the Acting Administrator, Jason Manzo.	Date: May 19, 2021
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 3
Recommendation - FOR POSSIBLE ACTION: That the Board to approve the Fiscal Year 2022 Proposed Final Budget, this will be presented by the Acting Administrator, Jason Manzo and/or take action as necessary.	

Fiscal Impact: None

Background:

This is a yearly reoccurring item for the Board to discuss any budget concerns for the upcoming fiscal year.

Respectfully Submitted:


JASON MANZO

Acting SNACC Administrator

Southern Nevada Area Communications Council

Fiscal Year 2022

Proposed Final Budget

Presented 5/19/2021

SNACC – FY22 PROPOSED FINAL BUDGET: REVENUES

FY21 Revenues	
Radios Fees	\$ 2,687,287
Reimbursement of Console SUAll & Maint	\$ 367,423
Total	\$ 3,054,710

FY22 Revenues	
Radios Fees	\$ 2,743,970
Reimbursement of Console SUAll & Maint	\$ 404,570
Total	\$ 3,148,540

- Fiscal year 2022 revenues ~
 - Revenue is increased 3.1% over fiscal year 2021
 - Annual fee is increased 5.7% to \$294.82 per radio
 - Radio inventory has increased to 9,642 as of latest Change Order (12)
 - Reimbursement of console maintenance is increased 3% in response to the annual escalation rate as contracted with Motorola.

SNACC – FY22 PROPOSED FINAL BUDGET: SALARIES and BENEFITS

FY21 Salaries, Wages, and Benefits

Salaries	\$	338,728
Benefits	\$	151,388
Overtime	\$	7,500
Call Back	\$	2,500
Total	\$	500,116

FY22 Salaries, Wages, and Benefits

Salaries	\$	307,185
Benefits	\$	144,903
Overtime	\$	7,500
Call Back	\$	2,500
Total	\$	462,088

- Fiscal year 2022 salary and benefit budget ~
 - Salaries are decreased by 7.6% over fiscal year 2021 due to the inclusion of the VSP impact. Figures do include merit adjustments in accordance with labor contracts. (Fiscal year 2021 does not reflect the impact of the VSP).
 - Fiscal year 2022 Salaries, Wages and Benefits total figure does not reflect Union Contracts or MOU's as these contracts and/or MOU's are set to be negotiated after June 2021.

SNACC – FY22 PROPOSED FINAL BUDGET: SERVICES AND SUPPLIES

FY21 Services and Supplies

FCC licensing assistance	\$	1,780
Repair, maintain, clean facilities	\$	2,720
Air Conditioning Service & Repairs	\$	9,000
UPS maintenance	\$	3,500
Rack Space Rental at Apex	\$	4,266
Lease of SNACC offices	\$	12,000
Elkhorn lease	\$	6,000
Business Insurance	\$	23,000
Data Circuit charges	\$	5,320
Keys	\$	205
Office, cleaning supplies	\$	2,000
Hardware and supplies	\$	3,850
Computer equipment and software	\$	4,500
Electricity	\$	16,000
Staff Travel/Training	\$	10,000
Support, incl Administrative Support Agrmnt	\$	48,763
Telecommunications	\$	4,560
Printing	\$	1,600
Automotive	\$	20,000
Total	\$	179,064

FY22 Services and Supplies

FCC licensing assistance	\$	1,780
Repair, maintain, clean facilities	\$	2,720
Air Conditioning Service & Repairs	\$	9,000
UPS maintenance	\$	5,400
Rack Space Rental at Apex and Suncoast	\$	8,466
Lease of SNACC offices	\$	12,000
Elkhorn lease	\$	6,000
Business Insurance	\$	23,000
Data Circuit charges	\$	5,320
Keys	\$	205
Office, cleaning supplies	\$	6,400
Hardware and supplies	\$	13,264
Computer equipment and software	\$	4,500
Electricity	\$	16,000
Staff Travel/Training	\$	10,000
Support, incl Administrative Support Agrmnt	\$	48,763
Telecommunications	\$	4,560
Printing	\$	2,100
Automotive	\$	20,000
Total	\$	199,478

- Fiscal year 2022 services and supplies budget ~
 - Services and Supplies are increased 11.4% YOY and include adjustments for replacement of UPS and Toshiba batteries, the Rack Space Rental at Suncoast and an increase in Office, cleaning supplies for Mr. Janitor cleaning services to include carpet cleaning.

SNACC – FY22 PROPOSED FINAL BUDGET: SUAll and MAINTENANCE

FY21 SUAll and Maintenance

SUAll for Consoles (reimbursed)	\$	210,773
Maintenance for Consoles (reimbursed)	\$	156,650
SUAll for system infrastructure	\$	298,881
Maintenance for system infrastructure	\$	476,424
Total	\$	1,142,728

FY22 SUAll and Maintenance

SUAll for Consoles (reimbursed)	\$	230,568
Maintenance for Consoles (reimbursed)	\$	174,002
SUAll for system infrastructure	\$	298,881
Maintenance for system infrastructure	\$	495,526
Total	\$	1,198,977

- Fiscal year 2022 SUAll and Maintenance ~
 - SUAll and maintenance are increased 4.9% overall from fiscal year 2021.
 - The SUAll and maintenance for infrastructure will increase in fiscal year 2022 with the addition of the Hoover Dam ASR site.
 - Infrastructure and console maintenance increases at the contracted annual escalation rate of 3%.

SNACC – FY22 PROPOSED FINAL BUDGET: CAPITAL

FY21 Capital

Capital lease interest	\$ 87,349
Capital lease principal	\$ 495,234
Microwave	\$ 1,900,000
OTAP	\$ 510,000
Total	\$ 2,992,583

FY22 Capital

Capital lease interest	\$ 68,048
Capital lease principal	\$ 514,533
Microwave upgrade	\$ 1,900,000
Replace Vehicle 14236	\$ 75,000
Arden Site AC/Genesis/Device Mgmt	\$ 127,500
Total	\$ 2,557,582

- Fiscal year 2022 capital budget
 - Fiscal year 2022 includes the Microwave Upgrade, replacement of vehicle # 14236, Arden Site Air Conditioners, Genesis and Device Management.
- Status of Capital Lease Agreement
 - Original amount of issue in fiscal year 2015: \$4,795,356
 - Final payment date: December of 2024
 - Principal balance at end of fiscal year 2021: \$1,890.315
 - Principal balance at end of fiscal year 2022: \$1,375,781

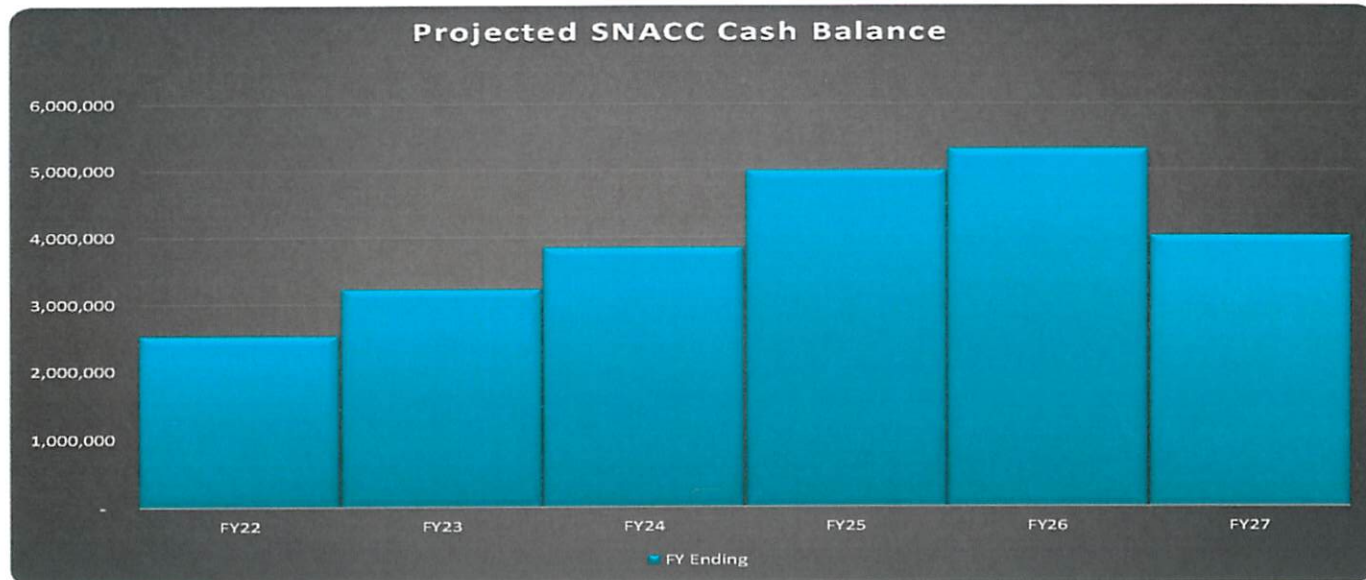
SNACC – FY22 PROPOSED FINAL BUDGET: FUTURE CAPITAL PROJECTS

5 YEAR CAPITAL PLAN	FY22	FY23	FY24	FY25	FY26	FY27
Microwave upgrade	\$ 1,900,000					
Replace vehicle # 14236	\$ 75,000					
Arden Site Air Conditioners (2x4 Ton Units)	\$ 20,000					
Genesis	\$ 20,000					
Device Management - licenses for 3,500 add'l radios	\$ 87,500	\$ 87,500	\$ 87,500			
Device Management - licenses for 3,000 add'l radios			\$ 75,000	\$ 75,000		
Replace vehicle # 15722			\$ 75,000			
Device Mangement - licenses for 10,000 radios					\$ 1,250,000	
Brooks Site Air Conditioners (2x4 Ton Units)					\$ 20,000	
TDMA Migration					\$ 20,000	\$ 3,000,000
	<u>\$ 2,102,500</u>	<u>\$ 87,500</u>	<u>\$ 237,500</u>	<u>\$ 75,000</u>	<u>\$ 1,290,000</u>	<u>\$ 3,000,000</u>

- Proposed Future Capital Projects ~
 - Microwave upgrade: Due to technology advancement and requirements needed to continue to upgrade our radio system, the current microwave system needs to be upgraded to ethernet operations.
 - Vehicle Replacement # 14236: Technician’s vehicle will be 14 years old and will require replacement due to high mileage and increased repair expense.
 - Arden Site Air Conditioners (2x4 Ton Units): Units are approximately 20 years old and will need to be replaced.
 - Genesis: SNACC will need to upgrade reporting tool by the next Motorola upgrade in approximately 2 years
 - Device Management: This allows for firmware upgrades and is used in conjunction with OTAP. This also automatically tracks codeplug data for each radio on the system.

SNACC – FY22 PROPOSED FINAL BUDGET: CASH BALANCE

	FY22	FY23	FY24	FY25	FY26	FY27
Projected Cash Balance						
Cash Balance (carried forward)	3,927,703	2,530,616	3,221,946	3,840,875	4,995,620	5,313,355
Revenue	3,148,540	3,328,007	3,517,703	3,718,212	3,930,150	4,154,169
Expense	1,860,543	1,966,594	2,078,690	2,197,176	2,322,415	2,454,792
Capital (incl. lease)	2,685,083	670,083	820,083	366,292	1,290,000	3,000,000
FY Ending	2,530,616	3,221,946	3,840,875	4,995,620	5,313,355	4,012,732



- SNACC fund projected cash balance ~
 - Revenue growth is expected to continue to increase and exceed expenditure growth in fiscal years 2022 through 2027.

SNACC – FY22 PROPOSED FINAL BUDGET: AGENCY BILLINGS

SNACC FY22 BILLABLE RADIO INVENTORY (final)

Member	# Radios	FY 22 Fee	Member	# Radios	FY22 Fee
American Medical Response	141	41,569.62	Henderson Police Dept.	983	289,808.06
Boulder City Marshals	9	2,653.38	Henderson Utilities	71	20,932.22
Boulder City PD	122	35,968.04	Las Vegas Animal Control	33	9,729.06
City of Boulder City Fire	40	11,792.80	Las Vegas Convention & Visitors Authority	2	589.64
Clark County Airport	998	294,230.36	Las Vegas Court Marshals	36	10,613.52
Clark County Boulder City Constable	5	1,474.10	Las Vegas Detention & Enforcement	205	60,438.10
Clark County Building & Fire Prev.	50	14,741.00	Las Vegas Fire Department	623	183,672.86
Clark County Coroner	1	294.82	Las Vegas Marshals	180	53,067.60
Clark County Family Services	13	3,832.66	Las Vegas Parking Enforcement	39	11,497.98
Clark County Fire Department	533	157,139.06	Las Vegas Valley Water District	618	182,198.76
Clark County IT	12	3,537.84	Las Vegas Water Pollution Facility (WPCF)	2	589.64
Clark County Juvenile Justice	2	589.64	Medic West	107	31,545.74
Clark County OEM	15	4,422.30	Mercy Air/Air Methods	23	6,780.86
Clark County School District	361	106,430.02	MGM Resorts International	1	294.82
Clark County School District Attendance Officers	30	8,844.60	Moapa Tribal Police	0	-
Clark County Water Reclamation	152	44,812.64	Nevada Gaming Control Board	82	24,175.24
Clark County/Hend Constable	5	1,474.10	North Las Vegas Fire Department	206	60,732.92
Clark County/Hend Justice Crt	12	3,537.84	North Las Vegas PD	950	280,079.00
Community Ambulance	119	35,083.58	Nye County IT	163	48,055.66
CrossRoads of Southern Nevada (CRSN)	1	294.82	Nye County IT VHF	395	23,700.00
Emerus- Dignity Health	4	1,179.28	OptimuMedicine	2	589.64
Elite Medical Center	1	294.82	Pahrump Valley Fire Department	32	9,434.24
Guardian Elite Medical Services (GEM)	16	4,717.12	Pahrump Valley Fire Department VHF	24	1,440.00
HealthCare American - SHS_Lakes ER	1	294.82	Paiute Indian Police	32	9,434.24
HealthCare American - SHS_ALIANTE ER	1	294.82	RTC	1089	321,058.98
HealthCare American - SHS_SUNRISE	2	589.64	SNWA	365	107,609.30
Henderson Alternative Sentencing	10	2,948.20	Southern Nevada Health District	75	22,111.50
Henderson Attorney	5	1,474.10	United States Air Force - Nellis	1	294.82
Henderson Business Operations/Henderson Business Lice	7	2,063.74	University Housing & Residential Life UNVL	25	7,370.50
Henderson Fire Dept	267	78,716.94	University Police Services	195	57,489.90
Henderson Jail	74	21,816.68	Universal Health Services - Blue Diamond	1	294.82
Henderson Marshals	26	7,665.32	Universal Health Services - Green Valley	1	294.82
Henderson Code Enforcement	10	2,948.20	University Police Services - UNLV	26	7,665.32
Henderson Office Of Health And Safety	10	2,948.20			

- Agency billings for fiscal year 2022 ~
 - Fees shown above are based on current inventory as of the date of this report. These numbers are provided for budgeting purposes only and are subject to change as inventory numbers change.

End

**Southern Nevada Area Communications Council
Agenda Item**

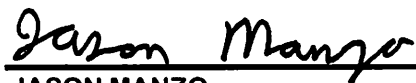
Issue: Approve the Nevada Gaming Control Board Contract renewal with SNACC effective July 1, 2021 thru June 30, 2023.	Date: May 19, 2021
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 4
Recommendation - FOR POSSIBLE ACTION: That the Board to approve the Nevada Gaming Control Board Contract renewal with SNACC effective July 1, 2021 thru June 30, 2023 and/or take action as necessary.	

Fiscal Impact: None

Background:

This contract is required for the Nevada Gaming Control Board to be on the SNACC System and utilize our services. This is a two year contract that outlines the number of radios that NVGCB has and the SNACC yearly fees.

Respectfully Submitted:



JASON MANZO

Acting SNACC Administrator

CETS #:	
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Nevada Gaming Control Board
Address:	PO Box 8003, 1919 College Parkway
City, State, Zip Code:	Carson City, NV 89702-8003
Contact:	Kelli Lay
Phone:	775-684-7733
Fax:	775-684-7723
Email:	klay@gcb.nv.gov

Public Entity #2:	Southern Nevada Area Communications Council "SNACC"
Address:	6000 E. Rochelle Ave.
City, State, Zip Code:	Las Vegas, NV 89122
Contact:	Jason Manzo
Phone:	702-455-7390
Email:	JManzo@ClarkCountyNV.gov

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

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

- REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
- DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #:	
Agency Reference #:	

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	July 1, 2021	To:	June 30, 2023
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
ATTACHMENT B:	FEE SCHEDULE

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

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

SNACC agrees to provide the services set forth in paragraph (6) at a cost of \$ \$24,175.24 for FY2022 and \$25,552.84 for FY2023 for the existing 82 radios, plus the applicable service fee and buy-in fee for any additional radios the state may put into service.

Total Contract or installments payable at:	Upon receipt of state-approved invoice
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Total Contract Not to Exceed:	\$49,999.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

CETS #:	
Agency Reference #:	

B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.

11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.

14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

CETS #:	
Agency Reference #:	

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as 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 Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

**ATTACHMENT A
SCOPE OF WORK**

- 1. The Southern Nevada Area Communications Council ("SNACC") agrees to grant access to its two-way radio communications system to the State Gaming Control Board ("SGCB") for the use of SGCB-owned 800 MHz radios compatible with the SNACC system.**
- 2. The SGCB will be responsible for the purchase, installation, and maintenance of all radios it uses on the SNACC system.**
- 3. SNACC will provide programming and other services so that the SGCB radios will be able to operate on the SNACC system. SNACC does not warrant that radios purchased by the SGCB are compatible with the SNACC system. The SGCB is solely responsible for providing radios compatible with SNACC system operational requirements.**
- 4. SNACC will annually review SGCB use of the SNACC system and notify the SGCB whether the system has sufficient capacity to continue support of SGCB use.**
- 5. SNACC does not warrant that radio transmission or reception coverage will be available at all points in the Las Vegas Valley or outside of the Las Vegas Valley. The SGCB is solely responsible for testing coverage in all areas it intends to use radios in conjunction with the SNACC system.**

ATTACHMENT B
FEE SCHEDULE

**SNACC MIGRATION: P25 PHASE 1
REPORT OF AGENCY COSTS**

Customer: **State of Nevada Gaming Control Board**

Customer's radio inventory: 36
 Radio flashes needed (estimated): 17 Valued at: \$ 4,188.00 (Included in SNACC agreement at no cost to customer)
 * Radio replacements needed (estimated): 45
 Customer's console inventory: 0

46 ADDITIONAL RADIOS PURCHASED IN FY 19

82 TOTAL RADIOS IN INVENTORY

	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26
SNACC operating rate per radio	\$ 200.00	\$ 211.40	\$ 223.45	\$ 236.19	\$ 249.65	\$ 262.88	\$ 276.92	\$ 291.62	\$ 311.62	\$ 329.39	\$ 348.16	\$ 368.00
Total SNACC fee (# radios*rate)	\$ 7,200	\$ 7,620	\$ 8,044	\$ 8,503	\$ 8,987	\$ 9,500	\$ 10,041	\$ 10,613	\$ 11,318	\$ 12,058	\$ 12,834	\$ 13,248
Radio flashes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
* Radio replacements	\$ -	\$ 107,859	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total per Year	\$ 7,200	\$ 114,679	\$ 8,044.43	\$ 8,503	\$ 8,987	\$ 9,500	\$ 10,041	\$ 10,613	\$ 11,318	\$ 12,058	\$ 12,834	\$ 13,248

\$24,175.24 \$25,552.84

* Provided for customer's planning purposes only. Radio replacements are not included and must be arranged separately by the customer.

**Southern Nevada Area Communications Council
Agenda Item**

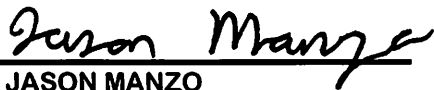
Issue: Approve the APEX site contract between the State of Nevada Department of Administration, Enterprise Information Technology Services and Southern Nevada Area Communications Council for the rack space rental.	Date: May 19, 2021
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 5
Recommendation - FOR POSSIBLE ACTION: That the Board to approve the APEX site contract between the State of Nevada Department of Administration, Enterprise Information Technology Services and Southern Nevada Area Communications Council for the rack space rental and/or take action as necessary.	

Fiscal Impact: \$7,444 Per Year

Background:

This is a contract between the State of Nevada and SNACC which allows SNACC to continue utilizing their building for two rack spaces for the SNACC site. This contract will be good for four fiscal years (2022-2025) with the option of renewing it for two additional terms at four fiscal years each.

Respectfully Submitted:



JASON MANZO
Acting 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, 2021** subject to Board of Examiners' approval to **June 30, 2025**, unless sooner terminated by either party as specified in paragraph (14). Lessee shall have the option to renew the terms of this contract for two (2) additional terms of four (4) 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 Lessee will provide the current payment of **See Attachment A. The total consideration for the term of the lease is to be \$29,776.64.** 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 Attachment A.

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
\$ _____	Products & Completed Operations Aggregate
\$ _____	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.

Mall 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, its 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

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
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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 Lessee will provide the current payment of See Attachment A. The total consideration for the term of the lease is to be \$29,776.64. 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 Attachment A.

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, its 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

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 outlined 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 "Accounts Receivable" at ASDBillingGroup@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, 6325 South Rainbow Rd. Suite 210, Las Vegas, NV 89118-3277. Routing Transit# 121000248, Bank Account# 4000101030, Name of Bank Account: State of Nevada Treasurer. Payment must be received by the State no later than thirty (30) days from the date of the invoice or billing claim.

I. Rack Space Rental

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

	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 2022 tentative fee for rental of each rack space is \$3,722.08 per year; for 2 site space rentals, the total annual balance due will be \$7,444.16. The FY 2023 tentative fee for rental of each rack space is \$3,722.08 per year; for 2 site space rentals, the total annual balance due will be \$7,444.16. The FY 2024 tentative fee for rental of each rack space is \$3,722.08 per year; for 2 site space rentals, the total annual balance due will be \$7,444.16. The FY 2025 tentative fee for rental of each rack space is \$3,722.08 per year; for 2 site space rentals, the total annual balance due will be \$7,444.16. Payment shall be made annually, in advance, from July 1, 2021 through the end of the contract at the fiscal year approved rate. Lessee will be given notice in writing of Legislative approved rates and Legislatively approved rates are available for reference to our customers at <https://it.nv.gov/Rates/HomeRates/>.

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

ATTACHMENT A

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 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.

ATTACHMENT A

i. 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 EITSHelp@admin.nv.gov.

ATTACHMENT B

**State of Nevada
Department of Administration
Enterprise Information Technology Services (EITS)
Site Installation Standards**

In order for all users to co-exist at EITS Communications facilities, all users will be required to adhere to the same set of installation standards. All users, their employees and/or contractors are responsible for compliance to these site installation standards. An EITS representative will be available to review and/or clarify these standards with the user's representative prior to or during equipment installation. Installation will be completed in a neat, clean and professional manner.

1. All equipment shall be installed in assigned places designated by EITS.
 2. Users name, phone number and frequencies shall be clearly marked on cabinet(s) or equipment rack(s).
 3. Users FCC license or IRAC certificate shall be posted on the cabinet(s) or equipment rack(s).
 4. Equipment shall be grounded to the site grounding system.
 5. Ground kits shall be used on all transmission feedlines at the following locations: near the antenna, the point where the transmission feedline leaves the tower, and at the building entrance.
 6. A coaxial surge protector shall be used on all feedlines, and shall be located inside the building near the entry bulkhead. The surge protector shall be connected to the ground buss bar located near the entry bulkhead.
 7. Loose metal objects, snap-on clips and wire wraps are not permitted on the towers.
 8. All metal parts used on the towers shall be stainless steel or hot-dip galvanized.
 9. All transmission feedlines outside the building shall utilize a solid outer conductor.
 10. All transmission feedlines and associated jumpers inside the building are required to be 100% shielded.
 11. Loosely hung or excessively coiled cables are not permitted.
 12. Interior cable runs shall be made in a neat, professional manner and approved by EITS personnel.
 13. UHF type connectors shall have a Teflon dielectric.
 14. All transmitters shall include an isolator, harmonic filter and band pass filter, as specified on page two "Required Filtering for Transmitter Equipment".
 15. In addition to the above standards, specific instructions may also apply.
-

I have read the above "Site Installation Standards" and agree to adhere to these standards.

_____ Date: _____
(Signature)

Print Name: _____

Title: _____

ATTACHMENT B

Required Filtering for Transmitting Equipment

