

**AGENDA**  
**SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL**  
**BOARD OF DIRECTORS**  
**SPECIAL MEETING**

**1:30 P.M. – AUGUST 18, 2021**

<https://clarkcountynv.webex.com/clarkcountynv/onstage/g.php?MTID=edb0dd7224ae957f12a268af84b3abeb2>

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 agenda and minutes from the May 19, 2021 and July 28, 2021 meetings.
2. **FOR DISCUSSION:** Receive the Administrator's report with the inclusion of the SNACC monthly financial reports for May and June of 2021 and system reports for May, June, and July of 2021.
3. **FOR POSSIBLE ACTION:** Ratify the Assurance Nevada Pool Pact Insurance agreement for the coverage between July 1, 2021 through June 30, 2022.
4. **FOR POSSIBLE ACTION:** Approve the Elkhorn agreement between Las Vegas Valley Water District and SNACC.

**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, Mitchell Maciszack & Brad Adams

**Southern Nevada Area Communications Council  
Agenda Item**

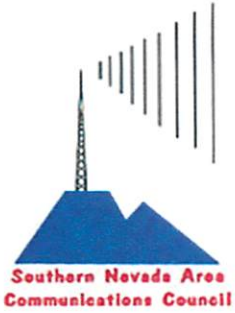
<b>Issue:</b> Approve the agenda and minutes from the May 19, 2021 and July 28, 2021 meetings.	<b>Date:</b> August 18, 2021
<b>Petitioner:</b> Jason Manzo, SNACC Administrator	<b>Agenda Item:</b> 1
<b>Recommendation - FOR POSSIBLE ACTION:</b> For the Board to approve the agenda and minutes from the May 19, 2021 and July 28, 2021 meetings 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  
SNACC Administrator



# Southern Nevada Area Communications Council

## MEETING MINUTES

Date: May 19, 2021

Location:

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

Southern Nevada Area Communications Council  
6000 E. Rochelle Ave  
Las Vegas, NV 89122

Time: 10:00 A.M.

Board members present:

Scott Mazick, Chair  
James Morwood  
Terrance Holmes  
Mitchell Maciszak

Chris Vasquez, Vice Chair  
Ed Babauta  
Isaac Henn  
Brian Nebeker

### Call to Order

Public Comment: NONE GIVEN

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

1. Approve the May 19<sup>th</sup>, 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. *(FOR POSSIBLE ACTION)*

- 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 January, February, March, and April 2021 and system reports for February, March, and April 2021. *(FOR DISCUSSION):*

## **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 1<sup>st</sup>, 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 Acroflex 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://SNACCOnline.com>**



3. Approve the Fiscal Year 2022 Proposed Final Budget, this will be presented by the Acting Administrator, Jason Manzo. *(FOR POSSIBLE ACTION)*:

# Southern Nevada Area Communications Council

## Fiscal Year 2022 Proposed Final Budget

*Presented 5/19/2021*

1

### SNACC – FY22 PROPOSED FINAL BUDGET: REVENUES

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

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

- 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.

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## 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
<b>Total</b>	<b>\$ 500,116</b>

FY22 Salaries, Wages, and Benefits	
Salaries	\$ 307,185
Benefits	\$ 144,903
Overtime	\$ 7,500
Call Back	\$ 2,500
<b>Total</b>	<b>\$ 462,088</b>

- 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.

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## 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
<b>Total</b>	<b>\$ 179,064</b>

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
<b>Total</b>	<b>\$ 199,478</b>

- 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.

4



## 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
<b>Total</b>	<b>\$ 1,142,728</b>

### 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
<b>Total</b>	<b>\$ 1,198,977</b>

- 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%.

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## 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
<b>Total</b>	<b>\$ 2,992,583</b>

### 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
<b>Total</b>	<b>\$ 2,557,582</b>

- 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

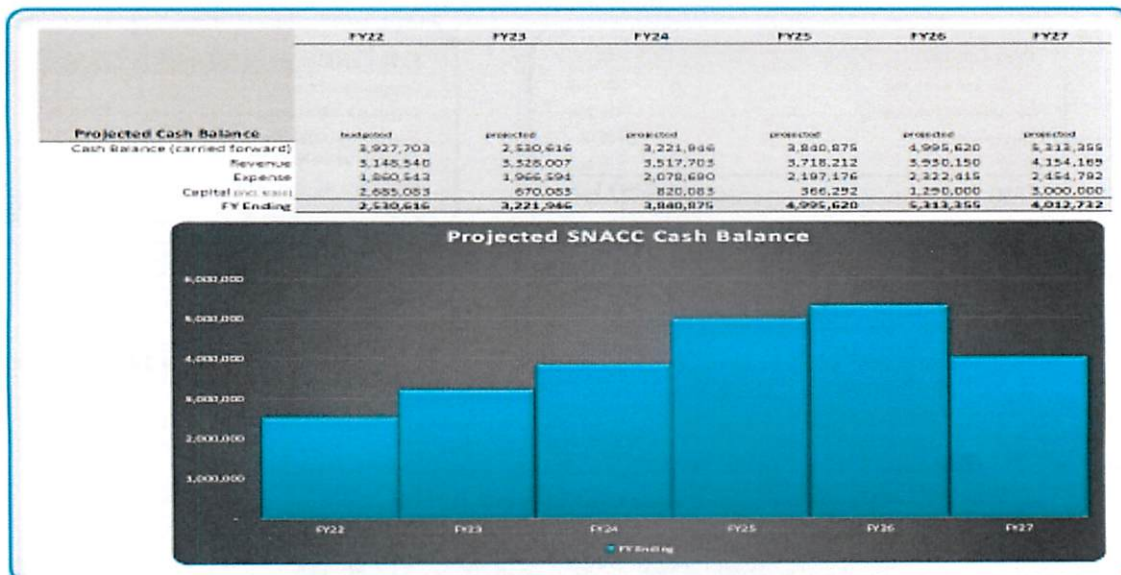
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## SNACC – FY22 PROPOSED FINAL BUDGET: FUTURE CAPITAL PROJECTS

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 Management - licenses for 10,000 radios					\$ 1,250,000	
Brooks Site Air Conditioners (2x4 Ton Units)					\$ 20,000	
TDMA Migration					\$ 20,000	\$ 3,000,000
	\$ 2,102,500	\$ 87,500	\$ 237,500	\$ 75,000	\$ 1,290,000	\$ 3,000,000

- 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 OTAR. This also automatically tracks codeplug data for each radio on the system.

## SNACC – FY22 PROPOSED FINAL BUDGET: CASH BALANCE



- 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	FY22 Fee	Member	# Radios	FY22 Fee
American Medical Response	141	41,569.62	Henderson Police Dept.	883	289,806.06
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	9,728.06
City of Boulder City Fire	40	11,792.80	Las Vegas Convention & Visitors Authority	2	589.64
Clark County Airport	998	294,220.26	Las Vegas Court Marshals	36	10,612.52
Clark County Boulder City Constable	5	1,474.10	Las Vegas Detention & Enforcement	205	60,436.10
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	532	157,359.06	Las Vegas Valley Water District	618	182,156.76
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 CEM	15	4,422.20	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	Mojave 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	60,732.02
Clark County/Hend Justice Crt	12	3,537.84	North Las Vegas PD	950	280,079.00
Community Ambulance	115	35,083.58	Nye County IT	163	48,055.66
CrossRoads of Southern Nevada (CRSN)	1	294.82	Nye County IT VHF	295	23,700.00
Emera- Dignity Health	4	1,179.28	OptimaMedicine	2	589.64
Elite Medical Center	1	294.82	Pahrump Valley Fire Department	32	9,424.24
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	Parute Indian Police	32	9,424.24
HealthCare American - SHS_ALIANTS 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 AP Force - NVRG	1	294.82
Henderson Business Operations/Henderson Business Lkx	7	2,063.74	University Housing & Residential Life - UNLV	25	7,370.50
Henderson Fire Dept	267	78,716.94	University Police Services	195	57,469.90
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.

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End

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- A motion was made; motion passed unanimously.

**4. Approve the Nevada Gaming Control Board Contract Renewal with SNACC effective July 1, 2021 thru June 30, 2023. (FOR POSSIBLE ACTION):**

- Jason Manzo – We are asking that the Board approves the Nevada Gaming Control Board Contract renewal with SNACC. This contract is required for NGCB to be on our system and utilize our services. This is a two-year contract that is effective July 1, 2021 thru June 30, 202. This contract states that NGCB is going to pay for 82 radios in fiscal year 2022 fees at \$294.82 per radio for a total cost of \$24,175.24. In fiscal year 2023 they anticipate having the same count of 82 radios and paying \$311.62 per radio for a total of \$25,552.84 to SNACC. The contract allows them to add additional radios as needed at the applicable fee. I would like to open this up to the Board.
- Scott Mazick – Any questions or comments from the Board? I am assuming our legal counsel has gone through and reviewed the contract?
- Steven Sweikert – I have no issues with this contract.
- Scott Mazick – I hope that the original contract is a little more legible than what is scanned into this presentation.
- Jason Manzo – We will ask the State if they can include a better legible copy.
- Motion was made to approve; motion passed unanimously.

**5. 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. (FOR POSSIBLE ACTION):**

- Jason Manzo – This is a contract between SNACC and the State of Nevada to allow SNACC to utilize their rack space at the APEX site. This contract will be good for four fiscal years 2022-2025 with the option of renewing for two additional terms, four fiscal years. The total cost of the lease for the four fiscal years is \$29,776.64. We have two rack spaces used at APEX. The state is charging \$3722.08 for every rack in their building totaling \$7,444.16. The question was asked if after this term is done, will the rates remain the same, the answer was no. They have a formula that calculates what the charges should be. In four years, they will provide us the new dollar amount approved.
- Scott Mazick – Were you able to review? Did you have any concerns with this contract?
- Steven Sweikert – No, I did not have any concerns.
- Motion was made to approve; motion passed unanimously.

**COMMENTS BY THE GENERAL PUBLIC:**

Scott Mazick – We have had some discussions about changing the time of the meetings. Daniela will be reaching out to you all.

**NEXT MEETING DATE/ADJOURN:**

Next SNACC meeting is on August 18, 2021. Meeting adjourned at 10:43 a.m.

Respectfully submitted:

Scott Mazick, Chairman  
Attachments





# Southern Nevada Area Communications Council

## MEETING MINUTES

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Date: July 28, 2021

Location: Southern Nevada Area Communications Council  
6000 E. Rochelle Ave  
Las Vegas, NV 89122

Time: 9:00 A.M.

Board members present:	Scott Mazick, Chair	Chris Vasquez, Vice Chair
	Frank Milligan	Larry Haydu
	Bill Baltas	Chris Vasquez
	Mitchell Maciszak	Isaac Henn

### Call to Order

Public Comment: NONE GIVEN

**1. Approve the agenda. (FOR POSSIBLE ACTION)**

- Motion was made to approve; motion passed unanimously.

**2. Appoint Jason Manzo as the SNACC Administrator, pending Clark County background check. (FOR POSSIBLE ACTION)**

- **Scott Mazick** – We have completed the process of interviews and Jason was selected by the interview panel to be the SNACC Administrator. There is a reclass that would take place and the fiscal impact of that is a new salary of \$99,593.73. Is there any discussion on this item? Robert is there anything from the County's side we need to discuss?
- **Robert Vega** – No, it is only pending the background check and it is going through the process.

- **Scott Mazick** – Jason has been Acting Administrator since July of 2020 after Dave Goss retired up until May 2021. Jason tentative start date, assuming the background check comes back, August 9, 2021. If there are no further comments, I will go ahead and entertain the motion to have Jason as the new Administrator.
- A motion was made to approve; motion passed unanimously.
- **Scott Mazick** – Jason congratulations and we look forward to working with you and keep up the good job.
- **Larry Haydu** – Congratulations Jason, I look forward to working with you in the future.
- **Jason Manzo** – Thank you all for your confidence in me and I look forward to working with you and ushering SNACC into the next era.
- **Frank Milligan** – Thank you Jason for the hard work for this past year or so. I totally support this appointment. I also look forward to working with you.

**COMMENTS BY THE GENERAL PUBLIC:**

Daniela Soto – Vince Albowicz sent a message to say “Congratulations Jason”

**Scott Mazick** – Thank you to those that helped the interview process. We had some really good candidates.

**NEXT MEETING DATE/ADJOURN:**

Next SNACC meeting is on August 18, 2021. Meeting adjourned at 9:09 a.m.

Respectfully submitted:

Scott Mazick, Chairman  
Attachments



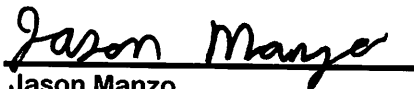
# Southern Nevada Area Communications Council Agenda Item

<b>Issue:</b> Receive the Administrator's report with the inclusion of the SNACC monthly financial reports for May and June of 2021 and system reports for May, June, and July of 2021.	<b>Date:</b> August 18, 2021
<b>Petitioner:</b> Jason Manzo, SNACC Administrator	<b>Agenda Item:</b> 2
<b>Recommendation - FOR DISCUSSION:</b> For the Board to receive the Administrator's report with the inclusion of the SNACC monthly financial reports for May and June of 2021 and system reports for May, June, and July of 2021.	

**Fiscal Impact:**  
None

**Background:**  
The Board gave the request to the 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.

**Respectfully Submitted:**



Jason Manzo  
SNACC Administrator

# SNACC ADMINISTRATOR'S REPORT

## August 18, 2021

### SNACC UPDATES:

We have finished doing the PM on all our RF sites.

We are scheduling our UPS PM's sometime in September.

The cover on our microwave dish from the SNACC office to Arden Peak is ripping. I have reached out to the manufacturer and we are looking at our options into replacing the cover.

I am working with Motorola about redesigning our current Simulcast sites. It has come to our attention that as the valley continues to grow, we are starting to see more areas around town that do not have reliable radio coverage. The Arden Peak and Red Mtn sites are too high in elevation to be effective P25 digital sites, these will need to be relocated. We may also need to add one to two additional sites taking us from a seven site Simulcast to a nine site Simulcast.

### BUDGET VARIANCES:

#### May 2021

1. Console SUA II – **35%** - **\$75,332.18** – Year 7 Console SUA II (Change Order 12) – ***SNACC will be reimbursed \$75,332.18 by customers***
2. Infrastructure SUAII – **(-49.1%)** - **\$445,700.83** – Year 7 SUA II – ***SNACC will be reimbursed \$155,235.42 from this total***
3. Electricity – **6.5%** - **\$1,029.55** – electricity for repeater sites
4. Telecommunications – **6.3%** - **\$531.51** – United Teleservices

#### June 2021

1. Cleaning/Custodial – **12.8%** - **\$350** – Mr. Janitorial
2. Console Maintenance – **59.4%** - **\$93,041.13** – Year 7 console maintenance (Change Order 12) ***SNACC will be reimbursed \$93,041.13 by customers***
3. Infrastructure Maintenance – **(-15.1%)** – **\$548,289.02** – Year 7 Maintenance (Increase due to Change Order 10 & 12) – ***SNACC will be reimbursed \$83,207.11 for consoles and HPD NICE recorder.***
4. Electricity – **10.8%** - **\$1,737.74** – NV Power, City of Boulder
5. Capital Lease Interest – **47.3%** - **\$41,307.76** – Motorola Lease Interest payment
6. Capital Lease Principal – **50.5%** - **\$249,983.15** – Motorola Lease Principal payment
7. Vehicle Maintenance – **24.2%** - **\$4,827.35** – Three vehicles and generator maintenance.
8. Telecommunications – **11.7%** - **\$921.61** – United Teleservices, AT&T, CellCo

## **SYSTEM REPORTS:**

### **May 2021**

- 1. Airtime – 2,850.1 (Hours)**
- 2. Push-To-Talks – 2,093,957**
- 3. Busies – 35 (1.10 Minutes)**

### **June 2021**

- 1. Airtime – 3,048.7 (Hours)**
- 2. Push-To-Talks – 2,217,599**
- 3. Busies – 88 (3.36 Minutes)**

### **July 2021**

- 1. Airtime – 3,107.4 (Hours)**
- 2. Push-To-Talks – 2,240,644**
- 3. Busies – 63 (2.20 Minutes)**

**FUND 2520.000**

**Southern Nevada Area Communications Council**

**SNACC BUDGET REPORT: MAY 2021**

<b>CATEGORY</b>	<b>BUDGET</b>	<b>ACTUALS YTD</b>	<b>MAY ACTUALS</b>	<b>% REMAINING</b>
Annual Radio Fees and Buy Ins Billed	3,108,757.00	(3,383,840.88)	1,767.40	
Cost Recovery Billed (Console SUA II and Maintenance)	367,422.00	(200,750.60)		
Interest	30,338.00	45,323.25	(5,252.33)	
<b>TOTAL REVENUES</b>	<b>3,506,517.00</b>	<b>(3,539,268.23)</b>	<b>(3,484.93)</b>	<b>-</b>
Salaries & Benefits	490,113.00	441,095.90	26,213.64	10.0%
Overtime	7,450.00	4,899.86	377.81	34.2%
Call Back	2,550.00	2,505.13		1.8%
Professional services	2,650.00	2,650.00		0.0%
Cleaning/Custodial	2,720.00	2,200.00		19.1%
Equipment maintenance and repair	40,283.00	38,159.33		5.3%
Console SUAll	210,773.00	75,332.18	75,332.18	64.3%
Console maintenance	156,650.00			100.0%
Infrastructure SUAll	298,881.00	445,700.83	445,700.83	-49.1%
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	10,937.81	1,029.55	31.6%
Capital lease interest	87,349.00	46,041.08		47.3%
Capital lease principal	495,233.00	245,249.83		50.5%
Travel/Training	1,955.00	349.00		82.1%
Vehicle Maint.	20,000.00	13,769.33	768.67	31.2%
Telecommunications	9,880.00	6,457.37	531.51	34.6%
Print/Reproduction	1,605.00	1,604.18	319.04	0.1%
CC Agreement, ERP, IT Support, etc.	48,763.00	40,804.00	7,015.50	16.3%
Capital Projects	625,550.00			100.0%
<b>TOTAL EXPENSES</b>	<b>3,058,390.00</b>	<b>1,435,268.45</b>	<b>557,288.73</b>	<b>53.1%</b>
Appropriated EFB	4,159,468.00			100.0%
Beginning FY fund balance	4,180,825			
Fund balance as of report date:	5,668,634			
Estimated FY21 ending fund balance:	4,628,952			

**FUND 2520.000**

**Southern Nevada Area Communications Council**

**SNACC BUDGET REPORT: JUNE 2021**

<b>CATEGORY</b>	<b>BUDGET</b>	<b>ACTUALS YTD</b>	<b>JUNE ACTUALS</b>	<b>% REMAINING</b>
Annual Radio Fees and Buy Ins Billed	3,108,757.00	(3,384,468.36)	(627.48)	
Cost Recovery Billed (Console SUA II and Maintenance)	367,422.00	(200,749.80)	0.08	
Interest	30,338.00	39,340.89	(5,982.36)	
<b>TOTAL REVENUES</b>	<b>3,506,517.00</b>	<b>(3,545,877.27)</b>	<b>(6,609.76)</b>	<b>-</b>
Salaries & Benefits	490,113.00	464,284.08	23,188.18	5.3%
Overtime	7,450.00	5,138.74	238.88	31.0%
Call Back	2,550.00	2,505.13		1.8%
Professional services	2,650.00	2,650.00		0.0%
Cleaning/Custodial	2,720.00	2,550.00	350.00	6.3%
Equipment maintenance and repair	40,283.00	38,159.33		5.3%
Console SUAII	210,773.00	75,332.18		64.3%
Console maintenance	156,650.00	93,041.13	93,041.13	40.6%
Infrastructure SUAII	298,881.00	445,700.83		-49.1%
Infrastructure maintenance	476,424.00	548,289.02	548,289.02	-15.1%
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	12,675.55	1,737.74	20.8%
Capital lease interest	87,349.00	87,348.84	41,307.76	0.0%
Capital lease principal	495,233.00	495,232.98	249,983.15	0.0%
Travel/Training	1,955.00	349.00		82.1%
Vehicle Maint.	20,000.00	18,596.68	4,827.35	7.0%
Telecommunications	9,565.00	7,378.98	921.61	22.9%
Print/Reproduction	1,920.00	1,915.58	311.40	0.2%
CC Agreement, ERP, IT Support, etc.	48,763.00	40,804.00		16.3%
Capital Projects	625,550.00			100.0%
<b>TOTAL EXPENSES</b>	<b>3,058,390.00</b>	<b>2,399,464.67</b>	<b>964,196.22</b>	<b>21.5%</b>
Appropriated EFB	4,159,468.00			100.0%
Beginning FY fund balance	4,180,825			
Fund balance as of report date:	4,426,356			
Estimated FY21 ending fund balance:	4,628,952			

**Southern Nevada Area Communications Council  
Agenda Item**

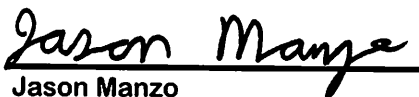
<b>Issue:</b> Ratify the Assurance Nevada Public Agency Insurance Plan agreement for the coverage between July 1, 2021 through June 30, 2022.	<b>Date:</b> August 18, 2021
<b>Petitioner:</b> Jason Manzo, SNACC Administrator	<b>Agenda Item:</b> 3
<b>Recommendation - FOR POSSIBLE ACTION:</b> For the board to ratify the Assurance Nevada Public Agency Insurance Plan agreement for the coverage between July 1, 2021 through June 30, 2022 and/or take action as necessary.	

**Fiscal Impact:**  
\$26,858.41

**Background:**

This insurance is to cover the equipment at our radio sites, this includes every single site on the SNACC System totaling twenty two sites.

**Respectfully Submitted:**



Jason Manzo  
SNACC Administrator



**Proposal Prepared  
for**

**Southern Nevada Area  
Communications Council**

**Presented By**

**Lloyd Cutler**



**5740 S. Arville Ste 204  
Las Vegas, NV 89118**

**702-798-3700**

**Date: 6/16/2021**

**The outlines of coverage used throughout this document, are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage and limits. For a complete understanding of the coverage's provided, please refer to the actual policy wording.**

## Price Summary

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**Named Insured:** Southern Nevada Area Communications Council

**Policy Term:** 07/01/2021 – 07/01/2022

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The total estimated price for the insurance coverage in this proposal is:

\$26,858.41

(20-21 \$24,459.48)

## Insured Locations

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**Named Insured:** Southern Nevada Area Communications Council

**Policy Term:** 07/01/2021 – 07/01/2022

See attached location list

Mailing Address:  
6000 E Rochelle Ave, Las Vegas, NV 89122

## Payment Options

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**Named Insured:** Southern Nevada Area Communications Council

**Policy Term:** 07/01/2021 – 07/01/2022

<b>Payment Option</b>	<b>Total</b>	<b>Due Now</b>
<b>Package</b>	\$26,858.41	

Check payable to Assurance, Ltd.

Financing available upon request



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# NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

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Prepared For:

Southern Nevada Area Communications Council

Prepared By:

Assurance Ltd

**THANK YOU FOR  
YOUR  
MEMBERSHIP!**



## The Power of the POOL

Dear POOL Member:

Thank you for your continuing leadership commitment to serving your communities. The POOL continues to offer programs, services and support for Members' financial security and success in fulfilling your public service mission.

This Member Coverage Summary reflects the successful negotiations with multiple markets to obtain cost-effective terms, conditions and pricing for approval by the POOL Board on behalf of all Members.

Your POOL offers extensive risk management services, such as POOL/PACT HR services which converted most of its training courses into virtual training and ELearning modules in response to the challenges of the Pandemic. They also conducted their popular POOL/PACT HR Symposium virtually with increased attendance Enrollment in the ELearning program, Target Solutions Fire/EMS training, and KnowBe4 email security training continues to reach an increasing number of employees for convenient and cost-effective learning. Our ongoing focus on law enforcement policies and practices targeted jail operations with onsite and virtual assessments.

We encourage you to discuss the POOL's services with staff and your agent. We regularly update our website and encourage you to visit [www.poolpact.com](http://www.poolpact.com) to utilize a growing base of HR and risk management information in the resource libraries. While there, look for the POOL Coverage documents, board and committee agendas and minutes.

Thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson  
Executive Director  
Nevada Public Agency Insurance Pool





## STATE OF THE MARKET

### Property:

The current property environment is full of challenges, and we anticipate continued hardening through 2021. Until underwriting profitability returns, expect little relief in rate, with continued pull-back in sublimits and tightening of policy wordings.

- Catastrophe losses and continued attritional losses amid uncertainty surrounding COVID-19 are just a few factors contributing to the sustained rate pressure buyers are experiencing. The level and magnitude of these increases vary greatly by the class of business, account loss history and perceived rate adequacy of the account.
- The elevated frequency of events continues to put pressure on the marketplace; 2020 third quarter natural catastrophe losses for U.S. property/ casualty insurance were the largest since the third quarter of 2017 when we experienced hurricanes Harvey, Irma and Maria.

### Casualty:

The increase in severity for liability losses of all types is crudely attributed to "social inflation." The excess liability marketplace continues to experience extensive disruption. Deteriorating loss trends continue to negatively impact underwriting profitability driving underwriters to require continued, significant rate increases, to narrow underwriting appetites, to reevaluate coverage grants, and to require changes to program structures, i.e., reducing available capacity and requiring higher attachment points.

- Loss severity is increasing along with the percentage of claims that are litigated. The median value of the top 50 U.S. verdicts in 2019 is estimated to be \$88 million, which would mark a 62% increase from 2018's median value of \$54.33 million. We have seen the median value of the top 50 U.S. verdicts increase by 318% since 2014. The recent numbers have become the benchmark for future claims and are the result of aggressive litigation, litigation financing, the impact of changing attitudes of juries and social inflation. (Data from Chubb and Lewis Brisbois)
- Nuclear verdicts (greater than \$100 million) and large settlements, even in jurisdictions perceived as conservative, are another major driver of the current market.
- Securing coverage for wildfire, concussion/traumatic brain injury (TBI) litigation, sexual assault and molestation (SAM) and most recently communicable disease, is proving more and more difficult. Reinsurer feedback in the public entity sector largely concerns law enforcement, jail liability, and sexual abuse and molestation claims (SAM). Of note are exceedingly high demands forcing underwriters to reevaluate both their limit and coverage offerings for risks where these exposures exist. The erosion of societal trust, resulting in lawsuit abuse, is unlikely to change course. There is little possibility of tort reform to offset steadily growing jury awards.

### Cyber:

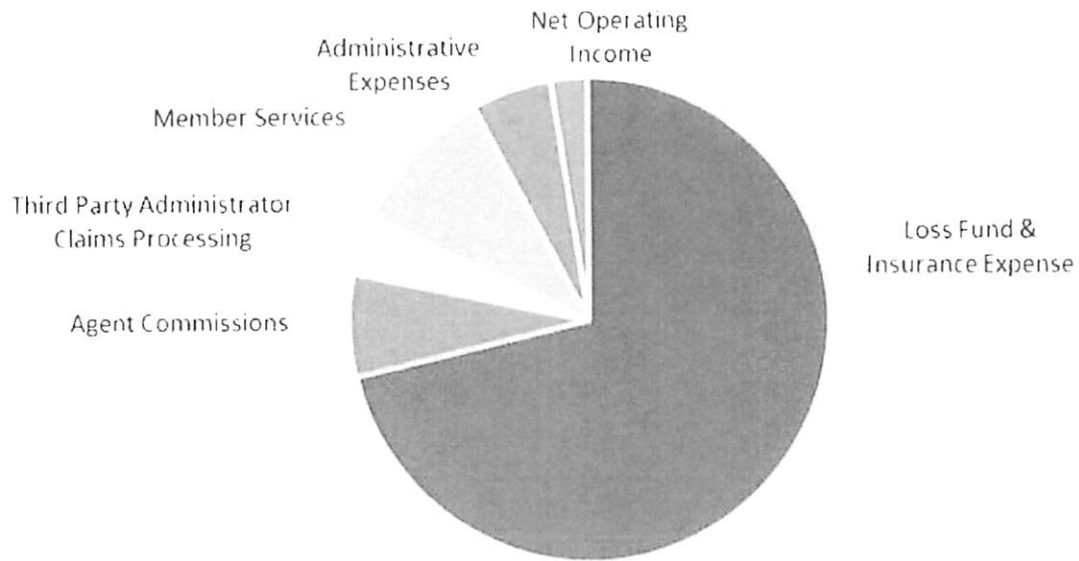
Given the dramatic increase in ransomware incidents during the pandemic, in both frequency and severity across all industries, organizations that are proactive in assessing their cyber resilience, and are able to demonstrate this resilience to underwriters, will fare the best. Cyber renewals are now averaging premium increases in the 25% to 40% range, with no losses and strong cyber risk management protocols in place.



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## POOL 2021-2022 APPROVED BUDGET AND EXPENSES

### POOL FY 2021-22 Approved Budget Expenses



- Loss Fund & Insurance Expense
- Agent Commissions
- Third Party Administrator Claims Processing
- Member Services
- Administrative Expenses
- Net Operating Income



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## NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2021 – 07/01/2022 Standard Time	Southern Nevada Area Communications Council	\$1,000

### Property Coverage

Coverage	Limit per Loss	
Property	\$300,000,000	Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Debris Removal - Mold/ Asbestos	\$100,000
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
<ul style="list-style-type: none"> <li>Loss of Income &amp; Extra Expense</li> </ul>	included
<ul style="list-style-type: none"> <li>Hazardous Substance Coverage</li> </ul>	\$250,000 per loss
<ul style="list-style-type: none"> <li>Spoilage Coverage</li> </ul>	\$250,000 per loss
<ul style="list-style-type: none"> <li>Data Restoration</li> </ul>	\$100,000 per loss
<ul style="list-style-type: none"> <li>Electrical Risk Improvements</li> </ul>	\$10,000
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Ordinance or Law – LEED Building	\$500,000
Agreed Value Vehicles	Per Attachment D, if applicable



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## NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

### Liability Coverage

The Limits of Liability are as follows:

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
<b>Per Event</b>	<b>\$10,000,000</b>	<b>\$10,000,000</b>
<i>All Sublimits are a part of and not in addition to the Limits of Liability.</i>		
<i>Liability Sublimits:</i>		
<ul style="list-style-type: none"> <li>• Additional Insured (Lessors) (Section I, item 2)</li> </ul>	\$2,000,000	
<ul style="list-style-type: none"> <li>• Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix))</li> </ul>	\$250,000	\$250,000
<ul style="list-style-type: none"> <li>• Emergency Response to Pollution (Section IV, item 3 (B) (2) (v))</li> </ul>	\$1,000,000	\$1,000,000
<ul style="list-style-type: none"> <li>• Criminal Defense Fees and Costs (Section VI, part C, item 4)</li> </ul>	\$50,000	\$50,000
<ul style="list-style-type: none"> <li>• Defense for Regulatory Agency Actions (Section VI, part C, item 16)</li> </ul>	\$50,000	
<b>Sexual Abuse Sublimit (Section VI, part C, item 21)</b>	<b>\$2,500,000</b>	<b>\$2,500,000</b>
<b>Retroactive Date</b>	<i>May 1, 1987 except as shown in Attachment C</i>	



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## NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

### Cyber Risk Security Coverage

The Limits of Liability are as follows: Privacy or Security Liability Limits	\$3,000,000	Each Named Assured Member/Annual Member Aggregate
Security Failure/ Privacy Event Management Coverage Sublimit	\$100,000	Each Named Assured Member
Network Interruption Coverage Sublimit	\$250,000	Waiting Hours Period: 12 Hours
Proof of Loss Preparation Costs Sublimit	\$50,000	Each Named Assured Member
Retroactive Date: July 1, 2013		

### Environmental Liability Coverage

The Limits of Liability are as follows:

Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000



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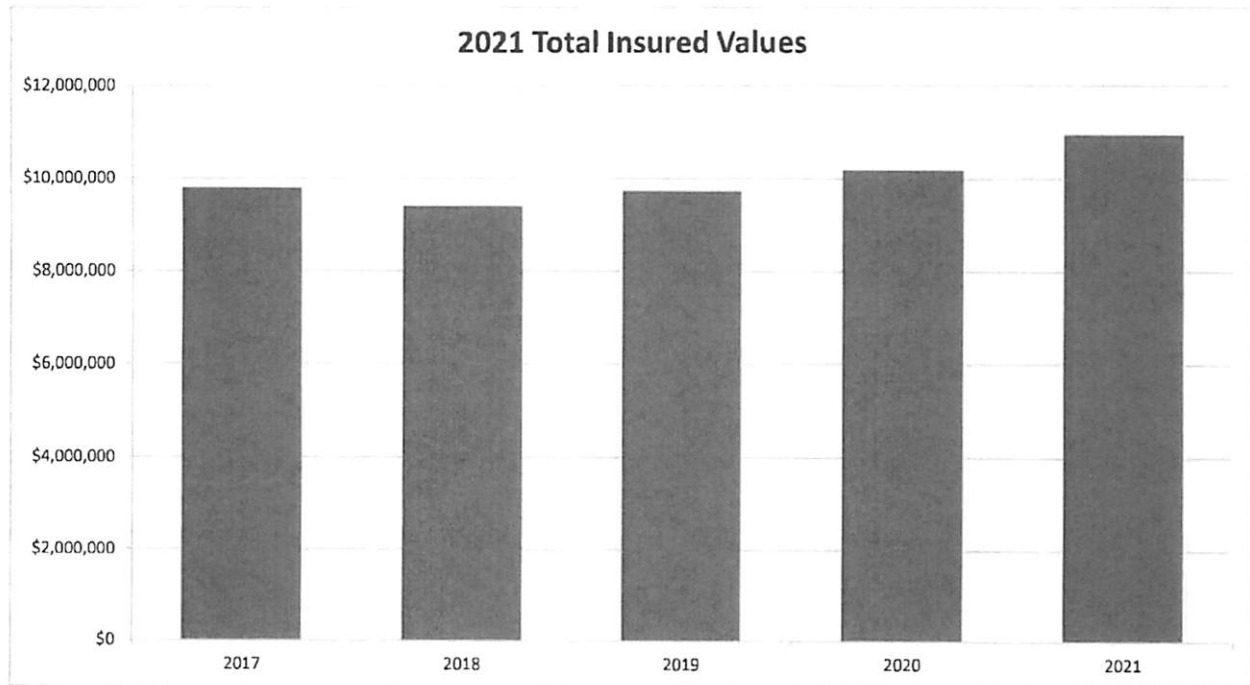
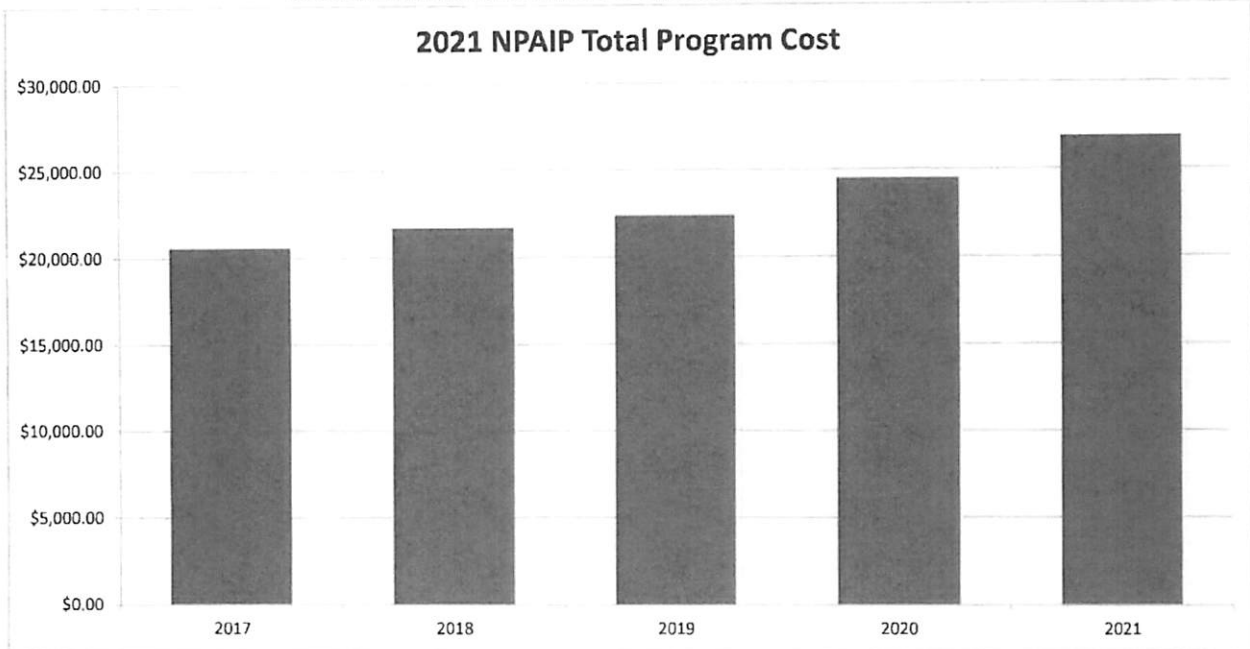
***NEVADA PUBLIC AGENCY INSURANCE POOL***

# ***Historical Member Data & Loss Experience***



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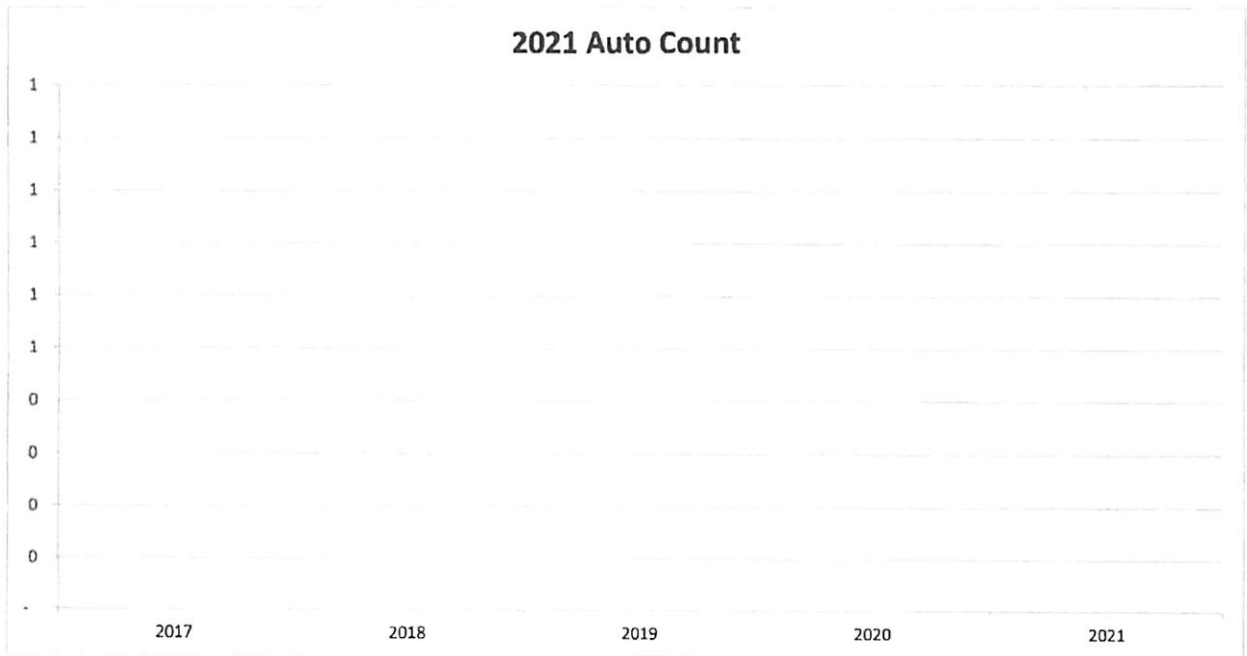
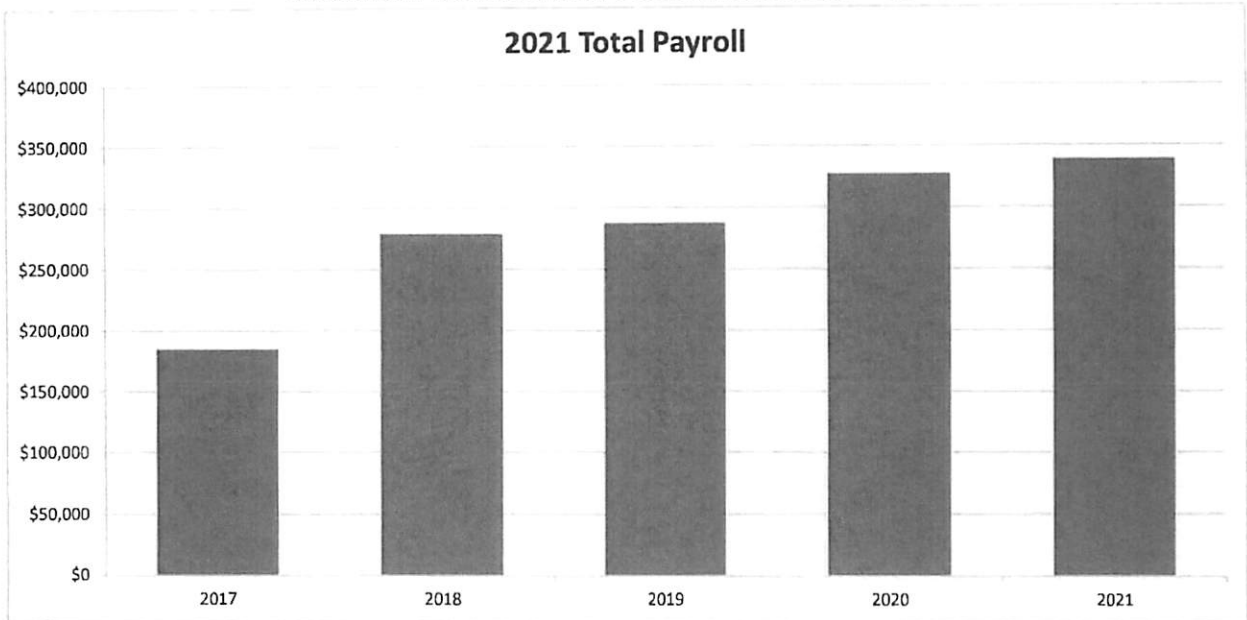
**2021 Member Exposure Data  
Southern Nevada Area Communications Council**





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**2021 Member Exposure Data  
Southern Nevada Area Communications Council**



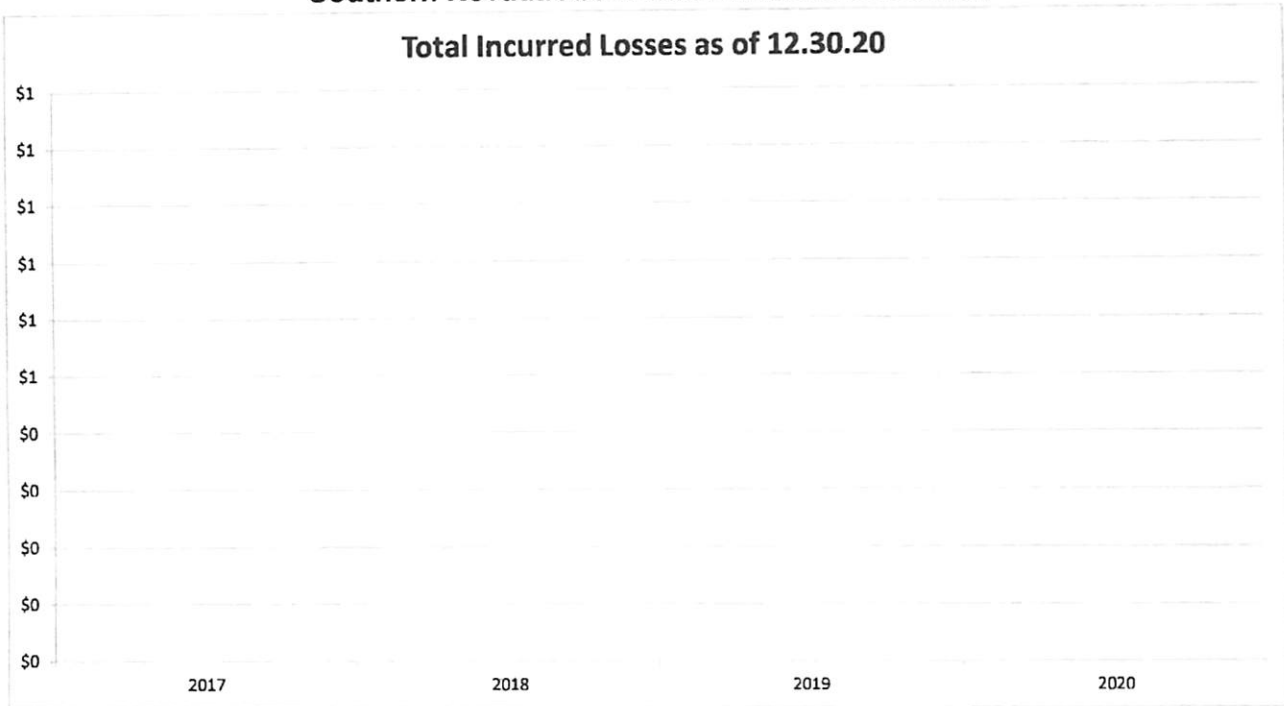




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**2021 Member Loss Data  
Southern Nevada Area Communications Council**

**Total Incurred Losses as of 12.30.20**





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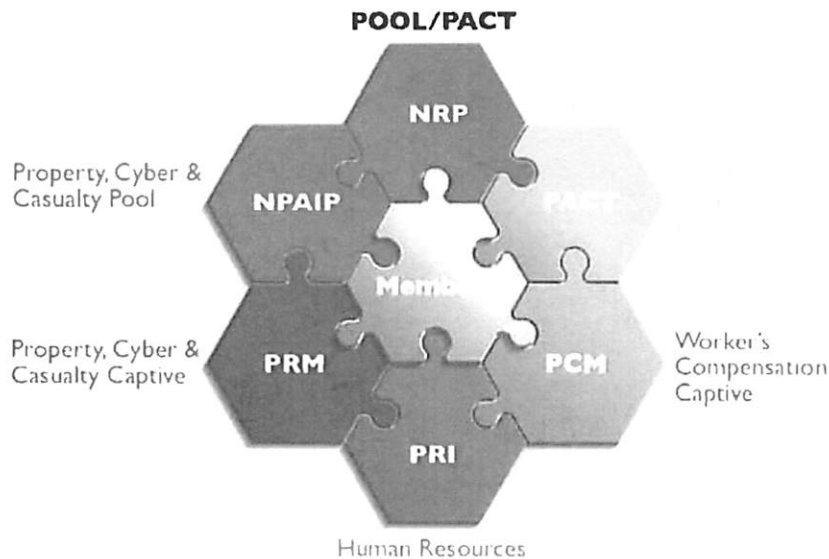
## **POOL PACT – HERE FOR YOU**

### **Members Helping Members**

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's rural public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of the POOL/PACT because of extensive services, and that keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.



### **POOL Executive Committee**

Cash Minor - Chair (Elko County)  
Josh Foli - Vice Chair (Lyon County)  
Geof Stark - Director (Churchill County)  
Dan Murphy - Director (Pershing Co.SD)  
Gina Rackley - Director (Humboldt Co)  
Ann Cyr - Director (Carson City SD)  
Vacant – Special Districts/ GID's

### **PACT Executive Committee**

Paul Johnson - Chair (White Pine SD)  
Cash Minor - Vice Chairman (Elko County)  
Mike Giles - Trustee (City of Lovelock)  
Josh Foli - Trustee (Lyon County)  
Chris Mulherns - Trustee (Town of Tonopah)  
Cindy Hixenbaugh - Trustee (Pershing GH)  
Elizabeth Frances - Trustee(White Pine County)



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## **PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS**

### **RISK MANAGEMENT**

#### **Training**

POOL/PACT provides extensive training. Here are some examples, visit [www.poolpact.com](http://www.poolpact.com) for more: Safe Driving Techniques • Blood Borne Pathogens • Ethics • Nevada Open Meeting Law • POOL/PACT 101 • Positive Governance

#### **eLearning**

POOL/PACT provides a dynamic eLearning platform, ongoing and timely learning courses, and support for: • Human Resources • Employee Safety • Cyber Security • Risk Management • Health and Wellness and more. • Emergency Medical Services • Fire Safety

#### **Risk Management On-Site Programs**

Risk Control Program Analysis • Infrared Thermography (IRT) • Safety Policies and Procedures Review • Site Surveys • OSHA Compliance Assistance • Safety and Loss Control Committees Review and Development • Traffic Safety Cones • Improved Security Systems • On-site Respirator Fit and Fire Extinguisher Training • Swimming Pool Safety Training and Inspections • School and Bus Safety Training. • Accident Investigation Claims Analysis • Hazard Communication Program Review and Development

#### **Law Enforcement and Fire Protection**

On-line Law Enforcement training, policies, and best practices from the Legal Liability Risk Management Institute • Fire and EMS training, policies, and best practices from TargetSolutions. Jail safety and best practice review is being provided to all members operating correction facilities. The Fit 4 Retirement program is being enhanced to increase involvement and medical outcomes with oversight committee.

#### **Risk Management Grant Program and Loss Control Excellence Program**

POOL/PACT provides Loss Control grants to help mitigate or eliminate risk to employees and liability exposure. Five, \$2,000 risk management grants are available to each member each year. The Loss Control Excellence Program has been refreshed and enhanced including a larger financial incentive for attainment

#### **24-7-365 Workers Comp Nurse Triage Program**

PACT members are eligible to use our innovative and streamed lined WC information and reporting system for non-life-threatening on-the-job injuries

#### **Cyber-Security**

All POOL members are provided a KnowBe4 online account subscription. Ongoing and updated Cyber Security training • Best Practices • Practice guidelines • Network assessments • Virtual Risk Officer

#### **MSDSonline**

OSHA and state compliance with safety data sheet management and updates are available online to ensure compliance and updated information.

For additional information contact Marshall Smith, POOL/PACT Risk Manager,  
(775) 885-7475 email: [marshallsmith@poolpact.com](mailto:marshallsmith@poolpact.com) website: [www.poolpact.com](http://www.poolpact.com)



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## ***PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS***

### **HUMAN RESOURCES**

A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- Instructor-led training courses, workshops, and certificate programs.
- eLearning and live online training courses.
- Webinars on HR-related topics.
- On-site assessments of members' HR practices with recommendations.
- Communication issued as "Alerts" to notify members when a significant HR-related law or practice has changed.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR Scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.

For additional information contact Stacy Norbeck, POOL/PACT Human Resources Manager,  
(775) 885-7475 email: [stacynorbeck@poolpact.com](mailto:stacynorbeck@poolpact.com) website: [www.poolpact.com](http://www.poolpact.com)



The Power of the POOL

## POOL PACT CONTACTS

### **Nevada Risk Pooling (NRP)** (775) 885 7475

Wayne Carlson, Executive Director  
[waynecarlson@poolpact.com](mailto:waynecarlson@poolpact.com)

Alan Kalt, Chief Financial Officer  
[akalt@poolpact.com](mailto:akalt@poolpact.com)

Marshall Smith, Risk Manager  
[marshallsmith@poolpact.com](mailto:marshallsmith@poolpact.com)

Mike Van Houten, eLearning Administrator  
[eLearning@poolpact.com](mailto:eLearning@poolpact.com)

### **Davies Claims Solutions**

Donna Squires – Claims Manager  
(775) 329 1181  
[Donna.squires@Davies-group.com](mailto:Donna.squires@Davies-group.com)

Margaret Malzahn – WC Claims Supervisor  
(775) 329 1181  
[Margaret.malzahn@Davies-group.com](mailto:Margaret.malzahn@Davies-group.com)

### **Willis Re Pooling**

Mary Wray, Executive Vice President  
(312) 288 7081  
[Mary.wray@willistowerswatson.com](mailto:Mary.wray@willistowerswatson.com)

Stephen Romero, Vice President  
(775) 834 0201  
[Stephen.romero@willistowerswatson.com](mailto:Stephen.romero@willistowerswatson.com)

Amalia Lyons, Account Executive, AVP  
(614) 326 4944  
[Amalia.lyons@willistowerswatson.com](mailto:Amalia.lyons@willistowerswatson.com)

Courtney Giesseman, Senior Vice President  
(614) 326 4739  
[Courtney.giesseman@willistowerswatson.com](mailto:Courtney.giesseman@willistowerswatson.com)

### **Pooling Resources, Inc. POOL/PACT HR** (775) 887 2240

Stacy Norbeck, General Manager  
[stacynorbeck@poolpact.com](mailto:stacynorbeck@poolpact.com)

Jeff Coulam – Sr. HR Business Partner  
[jeffcoulam@poolpact.com](mailto:jeffcoulam@poolpact.com)



The Power of the POOL

## NPAIP MEMBERSHIP

### Counties:

Churchill County  
Douglas County  
Elko County  
Esmeralda County  
Eureka County  
Humboldt County  
Lander County  
Lincoln County  
Lyon County  
Mineral County  
Nye County  
Pershing County  
Storey County  
White Pine County

### Towns:

Town of Gardnerville  
Town of Genoa  
Town of Minden  
Town of Pahrump  
Town of Round Mountain  
Town of Tonopah

### School Districts:

Carson City School District  
Churchill County School District  
Douglas County School District  
Elko County School District  
Esmeralda County School District  
Eureka County School District  
Humboldt County School District  
Lander County School District  
Lincoln County School District  
Lyon County School District  
Mineral County School District  
Nye County School District  
Pershing County School District  
Storey County School District  
White Pine County School District

### Cities:

Boulder City  
City of Caliente  
City of Calin  
City of Elko  
City of Ely  
City of Fernley  
City of Lovelock  
City of Wells  
City of West Wendover  
City of Winnemucca  
City of Yerington

### Fire Districts:

Moapa Valley Fire Protection District  
Mt. Charleston Fire Protection District  
North Lake Tahoe Fire Protection District  
North Lyon County Fire Protection District  
Pahranagat Valley Fire District  
Tahoe Douglas Fire Protection District  
Washoe County Fire Suppression  
White Pine Fire District

### Others:

Central Nevada Historical Society  
Central Nevada Regional Water Authority  
County Fiscal Officers Association of Nevada  
Douglas County Redevelopment Agency  
Elko Central Dispatch  
Elko Convention & Visitors Authority  
Humboldt River Basin Water Authority  
Mineral County Housing Authority  
Nevada Association of Counties  
Nevada Commission for the Reconstruction of the V & T Railway  
Nevada League of Cities  
Nevada Risk Pooling, Inc.  
Nevada Rural Housing Authority  
Pooling Resources, Inc.  
Regional Transportation Commission of Washoe County  
Truckee Meadows Regional Planning Agency  
U.S. Board of Water Commissioners  
Virginia City Tourism Convention  
Western Nevada Regional Youth Center  
White Pine County Tourism

### Special Districts:

Alamo Water & Sewer District  
Amargosa Library District  
Beatty Library District  
Beatty Water & Sanitation District  
Canyon General Improvement District  
Carson-Truckee Water Conservancy District  
Carson Water Subconservancy District  
Churchill County Mosquito, Vector and Weed Control District  
Douglas County Mosquito District  
Douglas County Sewer  
East Fork Swimming Pool District  
Elko County Agricultural Association  
Elko TV District  
Fernley Swimming Pool District  
Gardnerville Ranchos General Improvement District  
Gerlach General Improvement District  
Humboldt General Hospital  
Incline Village General Improvement District  
Indian Hills General Improvement District  
Kingsbury General Improvement District  
Lakeridge General Improvement District  
Lincoln County Water District  
Logan Creek Estates General Improvement District  
Lovelock Meadows Water District  
Maria Bay General Improvement District  
Mason Valley Swimming Pool District  
Minden Gardnerville Sanitation District  
Moapa Valley Water District  
Nevada Association of Conservation Districts  
Nevada Association of School Boards  
Nevada Association of School Superintendents  
Nevada Tahoe Conservation District  
Northern Nye County Hospital District  
Pahrump Library District  
Palomino Valley General Improvement District  
Pershing County Water Conservation District  
Sierra Estates General Improvement District  
Silver Springs General Improvement District  
Silver Springs Stagecoach Hospital  
Skyland General Improvement District  
Smoky Valley Library District  
Southern Nevada Area Communication Council  
Southern Nevada Health District  
Stagecoach General Improvement District  
Sun Valley General Improvement District  
Tahoe Douglas District  
Topaz Ranch General Improvement District  
Tahoe Reno Industrial General Improvement District  
Tonopah Library District  
Walker Basin Conservancy  
Walker River Irrigation District  
Washoe County Water Conservation District  
West Wendover Recreation District  
Western Nevada Development District  
White Pine Television District #1  
Zephyr Cove General Improvement District  
Zephyr Helghts General Improvement District

**THANK YOU  
FOR YOUR  
MEMBERSHIP!**



**NEVADA PUBLIC AGENCY INSURANCE POOL  
2021/2022 RENEWAL APPLICATION**

**ALL QUESTIONS MUST BE ANSWERED**

PRODUCER: Lloyd Culler EFFECTIVE DATE: 7/1/2021

OFFICE: Assurance LTD, 5740 South Arville, Suite 204, Las Vegas, NV 89118

1) NAMED ASSURED (INSURED:): Southern Nevada Area Communications Council  
 CONTACT PERSON: Jason Manzo  
 PHONE: 702-455-7390 EMAIL: Jmanzo@ClarkCountyNV.gov  
 ADDRESS: 6000 E Rochelle Ave  
 CITY: Las Vegas STATE: NV ZIP: 89122

2) PROPERTY INFORMATION -

VALUES - IMPORTANT THAT 100% REPLACEMENT COST VALUES BE LISTED.

TOTAL BUILDING VALUES	<u>\$10,430</u>	
TOTAL CONTENT VALUES	<u>\$10,897,875</u>	
AUTO PHYSICAL DAMAGE VALUES (ALL LICENSED VEHICLES)	<u>\$0</u>	ACV (CN x .75) AND RC (100%.
EQUIPMENT VALUES	<u>\$0</u>	
E.D.P. EQUIPMENT VALUES	<u>\$25,000</u>	
E.D.P. MEDIA VALUES	<u>\$5,000</u>	
E.D.P. EXTRA EXPENSE VALUES		
ACCOUNTS RECEIVABLE VALUES		
RENTAL INCOME VALUES		
VALUABLE PAPERS VALUES		
BUSINESS INTERRUPTION VALUES		
EXTRA EXPENSE VALUES		
OTHER/MISCELLANEOUS VALUES		
TOTAL INSURED VALUES:	<u>\$10,938,305</u>	

3) GENERAL LIABILITY CHECKLIST:

A. ENTITY INFORMATION: DOES THE PUBLIC ENTITY OWN OR OPERATE ANY OF THE FOLLOWING:

Yes/No		Yes/No	
<u>No</u>	Airports	<u>No</u>	Independent Contractors
<u>No</u>	Beaches,Lakes	<u>No</u>	Jail
<u>No</u>	County Homes	<u>No</u>	Landfills
<u>No</u>	Bleachers,Arenas,Stadiums	<u>No</u>	Law Enforcement Activities
<u>No</u>	Cemeteries	<u>No</u>	Marinas
<u>No</u>	Dams,Reservoirs	<u>No</u>	Recreational Facilities (Parks,Camps,etc.)
<u>No</u>	Day Care Centers Day Camps	<u>No</u>	Schools and Colleges
<u>No</u>	Electric Utility	<u>No</u>	Sewer Utility
<u>No</u>	EMT's,Paramedics,Nurses	<u>No</u>	Ski Facility
<u>No</u>	Fairs and Festivals	<u>No</u>	Streets,Roads,Highways,Bridges
<u>No</u>	Fire Department	<u>No</u>	Transportation System
<u>No</u>	Garbage Collection	<u>No</u>	Water Utility
<u>No</u>	Gas Utility	<u>No</u>	Watercraft over 26 ft. (provide descr. and use)
<u>No</u>	Golf Course	<u>No</u>	Wharves,Piers,Docks
<u>No</u>	Hospitals and Nursing Homes	<u>No</u>	Youth Detention Centers
<u>No</u>	Housing Authority,Projects	<u>Yes</u>	Other: Remote Comm facilities

\* Supplemental Applications should be completed for those items that are new exposures this year.

**B. RATING INFORMATION**

<p><u>General</u></p> <p>2,000,000 Population</p> <p>Payroll (excl clerical &amp; benefits)</p> <p>Water Utility Payroll</p> <p>Emergency Personnel (Law Enf., Fire, EMT's)</p> <p>Total Employees</p> <p>4 Number Employees (FT Equivalents)</p> <p>Road Mileage</p> <p>Paved</p> <p>Unpaved</p> <p>Court</p> <p>Number of Judges</p> <p>Number of District Attorneys</p> <p>EMT's/ Paramedics</p> <p>Number of Professionals</p> <p>Number of Volunteers</p> <p>Firefighters</p> <p>Number of Professionals</p> <p>Number of Volunteers</p> <p>Nurse/ LPN</p> <p>Number of Professionals</p> <p>Number of Volunteers</p>	<p><u>Law Enforcement</u></p> <p>Number Full Time</p> <p>Number Part Time</p> <p>Number Dispatchers</p> <p>Jail/Youth Detention Centers</p> <p>Square Feet (cells only)</p> <p># of Cells</p> <p>Number of Beds</p> <p>Average Number of daily inmates</p> <p>Number of Jailers</p> <p>Number of Bailiffs</p> <p>Number Youth Detention Center Attendants</p> <p><u>Clinics</u></p> <p>Square Feet of Clinics</p> <p><u>Amusement</u></p> <p>Number of Swimming Pools</p> <p>Number of Diving Boards</p> <p>Number of Water Park</p> <p>Number of Skate Parks</p> <p>Number of Climbing Walls</p> <p>Number of Amusement Parks</p> <p>Number of Zoos</p> <p><u>Miscellaneous</u></p> <p>Miles of Waterfront Exposure</p>
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**4) CYBER LIABILITY INFORMATION**

	Yes/ No
Is your critical/mandatory data backed up regularly in a 3-2-1 strategy?	Yes
Is your critical/mandatory data encrypted?	Yes
Have you practiced recovery from your backups?	Yes
Do you have password protection with multiple factor authorization (MFA) on all data accessible devices?	Yes
If remote access is necessary, is a Virtual Private Networks (VPN) strategy deployed?	Yes
Do you have a qualified IT professional to install and secure all network devices?	Yes
If you outsource HIPAA data for retention, is your 3rd party compliant and is there a service level agreement (SLA) and Business Associate Agreement (BAA) in place?	N/A
If you outsource DCSS data for retention, is your 3rd party compliant and is there a service level agreement (SLA) and in place?	N/A
If you outsource PII data for retention, is your 3rd party compliant and is there a service level agreement (SLA) in place?	N/A
If you outsource PII data retention, are all 3rd parties PCI-DSS and/or HIPAA compliant?	N/A
Do you have a written Data Security & Privacy Policy that is updated periodically and consistently enforced?	Yes
Do you require employees to take data privacy and security awareness training for onboarding and periodic refreshment training (such as KnowBe4)?	Yes
Do you have an approved formal Cyber Incident Response Plan and do you perform periodic "table top" exercises?	N/A
Do you suspend/terminate physical and network access for any suspended/exiting employee for building, network, parking, alarms, combinations, etc?	Yes
Are alarm pins and safe combinations changed when employees depart?	Yes

**Cyber Comments/ Notes:**

We do not have alarm pins, only safe combinations. We are in a gated compound with security and only badged personnel are allowed to come onto these premises.



5) AUTOMOBILE LIABILITY INFORMATION

<u>VEHICLE</u>	<u>NUMBER</u>	<u>VEHICLE</u>	<u>NUMBER</u>
Private Passenger Emergency Cars	<u>N/A</u>	Ambulances	<u>N/A</u>
All Other Private Passenger Cars	<u>N/A</u>	Buses	<u>N/A</u>
Vans (other than 15 Passenger). Pickups & Other Light Trucks (Up to 10,000 lbs. GVW)	<u>N/A</u>	15 Passenger Vans	<u>N/A</u>
Medium Trucks (10,000 to 20,000 lbs GVW)	<u>N/A</u>	Motor Bikes	<u>N/A</u>
Heavy Trucks (Over 20,000 lbs. GVW)	<u>N/A</u>	Fire Trucks	<u>N/A</u>
		Trailers	<u>N/A</u>
		Miscellaneous	<u>N/A</u>

NOTE: Please be sure to indicate seating capacity for all buses and 15 passenger vans on the vehicle schedule.

TOTAL NUMBER OF VEHICLES 0

6) PAYROLL INFORMATION:

	Current Year	Last Year
Total Payroll (excl. benefits)	<u>338,728</u>	<u>\$327,285</u>

COVERAGE NOTICE

If this account meets our underwriting standards, liability coverage will be quoted as follows:

- General Liability and Law Enforcement will be quoted on an Event basis.
- Automobile Liability will be quoted on an Event basis
- Public Officials Errors & Omissions will be quoted on a Claims-Made basis only.

The information provided in this application and all schedules are true and correct to the best of my knowledge.

Signed: Jason Manza  
PRESIDENT/OFFICIAL

Named Insured: \_\_\_\_\_ Southern Nevada Area Communications Council

Signed \_\_\_\_\_  
AGENT OR BROKER

Site Number	Building Number	Site Name	Building Name	Address 1	City	State	Zip	Year	ISO Construction Class	Total Sq Ft	Flood Zone	Num Of Stories	Modeled Contents	
													Replacement Cost	New Value
SNACC 1	1	SNACC - NORTH LAS VEGAS	SNACC FACILITY	11 APEX ROAD UNIT D	NORTH LAS VEGAS	NV	89030	2001	N - NOT APPLICABLE	10	-	1	\$0	\$219,220
SNACC 2	1	SNACC - MT. CHARLESTON	SNACC FACILITY	1 ANGEL PK BUILDING 18	LAS VEGAS	NV	89124	1965	N - NOT APPLICABLE	15	-	1	\$0	\$218,200
SNACC 3	1	SNACC - SEARCHLIGHT	SNACC FACILITY	18 SPRIT MOUNTAIN ROAD	SEARCHLIGHT	NV	89046	2005	N - NOT APPLICABLE	10	-	1	\$0	\$97,480
SNACC 4	1	SNACC - BOULDER CITY	SNACC FACILITY	243 LAKESHORE RD.	BOULDER CITY	NV	89005	1971	N - NOT APPLICABLE	10	-	1	\$0	\$149,780
SNACC 5	1	SNACC - PRIMM	SNACC FACILITY	1275 EAST PRIMM BLVD.	LAS VEGAS	NV	89109	2003	N - NOT APPLICABLE	10	-	1	\$0	\$152,130
SNACC 6	1	SNACC - GOODSPRINGS	SNACC FACILITY	2 LOW POTOSI	GOODSPRINGS	NV	89019	1985	N - NOT APPLICABLE	10	-	1	\$0	\$152,130
SNACC 7	1	SNACC - LAS VEGAS	SNACC FACILITY	200 SOUTH LEWIS AVE	LAS VEGAS	NV	89101	2005	N - NOT APPLICABLE	200	-	1	\$0	\$455,460
SNACC 8	1	SNACC - HENDERSON	SNACC FACILITY	3 ARDEN PEAK	HENDERSON	NV	89015	2001	N - NOT APPLICABLE	360	-	1	\$0	\$1,700,290
SNACC 9	1	SNACC - GLENDALE	SNACC FACILITY	2 GLENDALE	GLENDALE	NV	89015	2003	N - NOT APPLICABLE	195	-	1	\$0	\$152,130
SNACC 10	1	SNACC - BOULDER CITY	SNACC FACILITY	RED MOUNTAIN	BOULDER CITY	NV	89005	2001	N - NOT APPLICABLE	144	-	1	\$0	\$639,600
SNACC 11	1	SNACC - HENDERSON	SNACC FACILITY	LAKE LAS VEGAS	HENDERSON	NV	89011	2000	N - NOT APPLICABLE	100	-	1	\$0	\$16,110
SNACC 12	1	SNACC - LAS VEGAS	SNACC FACILITY	400 STEWART AVENUT	LAS VEGAS	NV	89101	1952	N - NOT APPLICABLE	150	-	1	\$0	\$35,180
SNACC 13	1	SNACC - LAS VEGAS	SNACC FACILITY	3700 W. FLAMINGO RD (RIO)	LAS VEGAS	NV	89103	1976	N - NOT APPLICABLE	100	-	1	\$0	\$691,600
SNACC 14	1	SNACC - OATMAN	SNACC FACILITY	3 OATMAN PL	OATMAN	AZ	86433	1984	N - NOT APPLICABLE	10	-	1	\$0	\$116,040
SNACC 15	1	SNACC - LAS VEGAS	SNACC FACILITY	6000 E. ROCHELLE AVENUE	LAS VEGAS	NV	89122	2000	N - NOT APPLICABLE	320	-	1	\$10,430	\$12,340
SNACC 15	2	SNACC - LAS VEGAS	SNACC FACILITY	6000 E. ROCHELLE AVENUE	LAS VEGAS	NV	89122	1996	N - NOT APPLICABLE	5000	-	2	\$0	\$4,025,690
SNACC 17	1	SNACC - NORTH LAS VEGAS	SNACC FACILITY	1630 BROOKS AVENUE	NORTH LAS VEGAS	NV	89032	2009	N - NOT APPLICABLE	300	-	1	\$0	\$658,460
SNACC 18	1	SNACC - LAS VEGAS	SNACC FACILITY	9090 ALTA DRIVE	LAS VEGAS	NV	89145	2000	N - NOT APPLICABLE	24	-	1	\$0	\$299,360
SNACC 19	1	SNACC - LAS VEGAS	SNACC FACILITY	11357 N. DECATUR BLVD.	LAS VEGAS	NV	89131	2009	N - NOT APPLICABLE	24	-	1	\$0	\$299,360
SNACC 20	1	SNACC - PAHRUMP	SNACC FACILITY	PAHRUMP WEST SITE	PAHRUMP	NV	89048	2009	N - NOT APPLICABLE	360	-	1	\$0	\$152,130
SNACC 21	1	SNACC - BOULDER CITY	SNACC FACILITY	1310 MOUNTAIN VIEW DRIVE	BOULDER CITY	NV	89005	1964	N - NOT APPLICABLE	90	-	1	\$0	\$95,850
SNACC 22	1	SNACC - HOOVER DAM	SNACC FACILITY	HOOVER DAM SITE	BOULDER CITY	NV	89005	2020	N - NOT APPLICABLE			1		\$559,335

## **Cyber Liability Coverage : Identity Theft Protection**

**Any business that relies on electronic data, computers, and networks to manage information, and stores their employees non-public, private information on a network, has Cyber Liability Exposure. Coverage is available on a separate policy, but not automatically included. Please discuss this with your agent.**

**Some examples of exposure would include but is not limited to : sending infected emails, unauthorized access or disclosure of information residing on your network, privacy injury and indentity theft that results from a breach of network security, and failure to comply with applicable privacy laws, e.g. HIPAA, GLBA, COPPA.**

## Value Added Services

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Assurance Ltd. is proud to list the following services we provide for our clients. We are ***“Committed to Insurance Excellence!”***

Certificates of Insurance issued within 24 hours or less.

Vehicle identification cards issued within 24 hours of request.

Phone calls returned the same day.

Free Motor Vehicle driving record checks for prospective employees.

Complete Bond services

Claim Service including computerized loss runs and summaries.

Agent Support System - Agent backed up by a team of service representatives who are licensed insurance agents and available to assist you in the event your agent is out of the office.

Review of all insurance policies.

Full -line of products including Life and Health, Estate Planning, Benefits, Commercial Insurance and Personal Insurance.



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Mr. Larsh Kellogg formed the original agency in 1952. In 1974 the agency was purchased by Don Olliver of Olliver-Pilcher Insurance Agency in Arizona. At that time, David H. Lee, our current President, joined the firm to manage it for Mr. Olliver. David Lee purchased the agency with three other partners in December 1983.

Assurance Ltd. currently employs 31 people. The agency has complete underwriting departments for Personal Lines, Commercial Lines, Bonds, Employee Benefits and Estate Planning. The agency is actively involved in marketing all lines of insurance and bonds. All agents and customer service representatives are required to be licensed with the State of Nevada.

The owners and officers of Assurance Ltd. are:

President: David H. Lee  
Vice President: Frank R. Nolimal  
Secretary: David R. Lee  
Treasurer: Lynn E. Campbell  
Director: Larry B. Holden  
Director: Luis E. Principe

We are proud to support the following organizations:

Independent Insurance Agents of Southern Nevada  
Insurance Women of Southern Nevada  
Las Vegas Chamber of Commerce  
Henderson Chamber of Commerce  
North Las Vegas Chamber of Commerce  
Latin American Chamber of Commerce  
Nevada Development Authority  
Association of General Contractors  
Southern Nevada Home Builders Association  
Better Business Bureau of Las Vegas

## **COMMERCIAL INSURANCE**

Property • Liability Insurance  
Excess Liability  
Workers' Compensation  
Professional Liability  
Business Auto

## **BOND DEPARTMENT**

Contract Bonds  
Miscellaneous Bonds  
ERISA Bonds  
Fidelity Bonds

## **Executive Business Planning**

Estate & Financial Planning  
Buy • Sell Insurance  
Key Man Plans  
Private Pension Plans  
Disability Income Plans

## **Employee Group Benefits**

Medical • Dental • Vision  
125 Cafeteria Plans  
Pension Plans • 401k

## **Personal Insurance**

Residences  
Automobiles  
Personal Excess Liability  
Recreational Vehicles  
Disability Income  
Life Insurance  
Health Insurance  
Mortgage Life Insurance

## CHANGES AND DEVELOPMENTS

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It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operations such as an expansion to another state, new products, or new applications of existing products.
2. Mergers and/or acquisitions of new companies, partnerships, LLCs, etc.
3. Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
4. Circumstances which may require an increased liability insurance limit.
5. Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to it.
6. Immediate advice of any changes to scheduled equipment such as automobiles, contractor's equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have arranged for the insurance previously.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises, purchased, constructed or occupied.

***Your insurance program will only be as good as the communications maintained between you and your insurance agent.***

# INSURED'S OBLIGATION AT TIME OF LOSS

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When filing a claim, your policies require that you follow specific procedures and comply with certain provisions:

## *PROPERTY LOSSES:*

1. Immediate written notice of loss must be given to the insurance company in the event of fire and/or other direct damage to property.
2. Notice of loss should include a description of how, when and where the loss or damage occurred.
3. Notify the police if a law may have been broken, as in the case of burglary, theft or vandalism.
4. You are obligated to take all reasonable steps to protect your property from further damage. Examples are boarding up windows, or making temporary repairs to your roof if damaged. Keep records of your expenses for consideration in the settlement of your loss.
5. Complete inventories of the damaged or destroyed property must be provided, including quantities, costs, values and amount of loss claims.

## *LIABILITY CLAIMS:*

1. You must see that any injury or damage is reported as soon as possible.
2. Full details of the claim should include how, when and where the "occurrence" took place; the names and addresses of any injured persons and/or witnesses; and a description and location of any damaged property.
3. If a claim or suit is filed against you, you are obligated to cooperate with the insurance company. The policy prohibits you from making any voluntary payments or assuming liability in any way.
4. You are required to report any occurrence that may result in a claim; therefore, you should emphasize to your employees the importance of reporting an incident to management, no matter how insignificant they feel it may be.

## *WORKERS' COMPENSATION CLAIMS:*

1. You must see that any injury or damage is reported as soon as possible.
2. Full details of the claim should include how, when and where the "occurrence" took place; the names and addresses of the injured worker and/or witnesses; and a description and location of the accident.
3. Make sure the injured worker receives immediate medical assistance.
4. You are required to report all injuries; therefore, you should emphasize to your employees the importance of reporting all incidents to management, no matter how insignificant they feel it may be.

***Regardless of the type, all losses should be reported to us in writing as soon as possible.***



## AVAILABLE OPTIONAL COVERAGES

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Assurance, Ltd. recommends you consider the following coverages for your insurance portfolio:

Employment Practices Liability Insurance  
Directors & Officers Liability  
Flood Insurance  
Earthquake Insurance  
Employee Dishonesty Insurance  
HIPAA Errors & Omissions Insurance  
Higher Limits of Liability, including Excess Liability  
Equipment Breakdown Insurance  
Law and Ordinance Property Protection  
Business Interruption – Extended Period of Restoration  
Off-Premises Power Interruption  
Spoilage Insurance  
Fiduciary Liability  
Increased Demolition Limits  
Internet Liability  
Ocean Cargo Insurance  
Motor Cargo Insurance  
Cyber Liability

This is a partial list of insurance that is available. If you have concerns regarding risks you may have, please ask us if we can provide coverage for you.

## CLIENT AUTHORIZATION TO BIND COVERAGE

After careful consideration of your proposal dated 06/16/21, we accept your insurance program subject to the following exceptions/changes:

Policy Type	Carrier	Premium	Bind Request
Package	Nevada Public Agency Insurance Pool	\$26,858.41	Y/N

**Subjectivities:**

- Check in the amount of \$26,858.41 payable to Assurance, Ltd.

**Special Notes:**

**Above insurance programs accepted subject to the following exceptions/changes:**

It is understood this proposal is only a summary of the details; the policies will contain the actual coverages.

We confirm the values; schedules and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

Please provide us with a binder(s) and invoice for the coverage agreed upon at your earliest convenience.

Agent Signature

\_\_\_\_\_

Dated : \_\_\_\_\_

Client Signature

*Scott Mazick*  
Scott Mazick - Jun 16, 2021 10:30 PDT

Dated: \_\_\_\_\_

**Southern Nevada Area Communications Council  
Agenda Item**

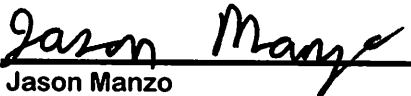
<b>Issue:</b> Approve the Elkhorn site agreement between Las Vegas Valley Water District and SNACC.	<b>Date:</b> August 18, 2021
<b>Petitioner:</b> Jason Manzo, SNACC Administrator	<b>Agenda Item:</b> 4
<b>Recommendation - FOR POSSIBLE ACTION:</b> For the board to approve the Elkhorn site agreement between Las Vegas Valley Water District and SNACC and/or take action as necessary.	

**Fiscal Impact:**  
\$6000 per year

**Background:**

The Elkhorn site has been part of SNACC for approximately eleven years. This is a site that is beneficial to most our users, especially the City of Las Vegas jurisdiction. The language in #5 Insurance, (Page 4-6) are the only additions to our previous agreement with the LVVWD (Las Vegas Valley Water District).

**Respectfully Submitted:**

  
Jason Manzo

SNACC Administrator

**AGREEMENT BETWEEN THE LAS VEGAS VALLEY WATER DISTRICT AND  
SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL (SNACC) AT THE  
ELKHORN SITE**

THIS AGREEMENT, is made by and between the LAS VEGAS VALLEY WATER DISTRICT, established under the laws of the State of Nevada, hereinafter referred to as "Lessor", and Southern Nevada Area Communications Council (SNACC), an entity established under the laws of the State of Nevada, hereinafter referred to as "Lessee", and this Agreement is referred hereafter as the "Lease".

**WITNESSETH**

That Lessor, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, by these presents does grant, demise and lease unto the said Lessee a portion of Lessor's facility at 7208 Shaumber Road sufficient to keep and maintain the existing six (6) equipment racks and associated appurtenances inside the pump station electrical room and a radio transmission antenna attached to the outside of the pump station building, upon the following terms, conditions and covenants:

1. **TERM.**

The Lease shall be for a period of five (5) years, commencing on the 1st day of May 2021.

Upon expiration of the 5-year term, Lessee may request to renew this lease for an additional five (5) year period of time subject to Lessor's approval. Lessee shall notify, with written notice, Lessor of Lessee's intention to request a renewal of lease for the five (5) year period at least sixty (60) days before the expiration of the primary lease term.

2. **TERMINATION CLAUSE.**

Except as otherwise provided herein, this lease may be terminated by either party, without penalty or further liability, upon sixty (60) days written notice.

3. **RENTAL FEE.**

The Lessee, in consideration of the leasing premises aforesaid by the Lessor, covenants and agrees with the Lessor, its successors and assigns: to the following terms consisting of in-kind services as follows:

A. In-kind services in the form of providing and maintaining an 800 MHz radio system from the site which should improve reception of the system which Lessor currently shares with other SNACC members. Lessor will continue to pay its allocated share of expenses and assessments to SNACC based on radios used.

4. **GENERAL PROVISIONS OF LEASE.**

It is further understood and agreed by and between the Lessee and Lessor as follows:

A. **Utilities.** Lessor shall provide electric power to the site. Lessee shall be responsible for the monthly fee of Five Hundred Dollars (\$500.00) for electricity used on the leased premises. Lessor and Lessee agree that monthly power fee costs will be reevaluated if there is a substantial change in power costs.

B. **Condition of Premises.** Lessee will take the premises hereinabove described in the condition in which they exist at the date of commencement of this Lease, and the Lessor is under no obligation to place the same in better condition than said premises are at said time.

C. **Improvements.** Lessee shall have the right to maintain the improvements Lessee has already made to the existing building, antennas, and microwave dishes as needed. That no additional improvements shall be made without the prior written consent of the Lessor. All equipment and improvements that the Lessee attached to the leased premises during the prior lease term shall remain the personal property of the Lessee and upon termination of this Lease, the Lessee shall remove all improvements to the leased premises. All such improvements shall

conform with building and zoning ordinances.

D. **Care of Premises.** Lessee will keep the demised premises in good tenable condition, and in as good condition as they are at present, and will, upon the expiration or other termination of this Lease, quit and surrender up the demised portion and allow Lessor peaceful possession of the same.

E. **Removal of Property upon Termination of Lease.** Upon the termination of this Lease, Lessee will remove from the site all of its improvements and equipment and restore site to original condition.

F. **Assignment and Subletting.** Lessee shall not assign, transfer, sublease, pledge, sun-ender, or otherwise encumber or dispose of this Lease or any estate created by this Lease or any interest in any portion of the same, or permit any other person or persons, company, corporation or other legal entity to occupy the premises, without the written consent of the Lessor being first obtained.

G. **Notice.** It is agreed that whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Lessee is in writing addressed to the Lessee at 6000 E. Rochelle Ave., Las Vegas, NV 89122 and deposited in the mail with postage prepaid, and if such notice be to the Lessor, in writing addressed to Lessor at 1001 South Valley View, Las Vegas, Nevada 89153.

H. **Use of Premises.** Lessee will use the leased premises only for communication activities relating to Lessee's operations and primary business, and Lessee will not use said premises, or any part thereof, for any other purpose whatsoever, or for any unlawful purpose, and the Lessee will at all times in the use of said premises comply with all applicable city, county, state and federal laws, ordinances, rules and regulations.

I. **Access to Premises.** It is agreed that Lessor at all reasonable times shall have access to all parts of said premises for the purpose of inspection to ensure compliance with the terms of this Lease and local, state and federal laws.

J. **Waiver.** It is further understood and agreed by and between the Lessee and

the Lessor that any waiver of any breach of any of the terms and conditions of this Lease shall not constitute a waiver of any breach of any other terms, conditions and/or covenants of this Lease.

K. **Quiet Enjoyment.** So long as Lessee is not in default in the performance of the terms, covenants and conditions of this Lease. Lessee may have peaceful and quiet enjoyment of the leased premises.

## 5. INSURANCE:

### 5.1. General:

5.1.1 Lessee shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to Lessor (Lessee may satisfy the insurance requirements below through evidence of self-insurance), nor shall Lessee allow any subcontractor to commence Work until all insurance required has been so obtained.

5.1.2 Lessor shall be named as an additional insured, under Lessee's commercial general liability, automobile liability, excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of the Work by Lessee or its subcontractor(s) hereunder, all insurance required under this Agreement shall be primary (pay first) with respect to any other insurance which may be available to Lessor, regardless of how the "other insurance" provisions may read. Lessee agrees to waive its rights of subrogation against Lessor, and Lessee's insurers shall also waive their rights to recover, as evidenced by an endorsement. The additional insured and waiver of subrogation language shall read as follows:

*The Las Vegas Valley Water District, its members and affiliated companies, successors or assigns, including their directors, officers and employees individually and collectively when acting in the scope of the employment. Also, all owners of the property where the Work will be performed.*

5.1.3 Lessor shall also be named as an additional insured under the subcontractor's insurance policies. Any deviation from the required insurance requirements will need to be approved by Lessor in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of Lessee's or subcontractor's liability for claims arising out of this Agreement. Lessee and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.

5.1.4 If Lessee fails to procure and maintain the insurance as required herein, in

addition to other rights or remedies. Lessor shall have the right, if Lessor so chooses, to procure and maintain the required insurance in the name of Lessor with Lessor as an additional named insured. Lessee shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event Lessee fails to pay the cost, Lessor has the right to set off any sums from the compensation due to Lessee set forth in this Agreement and directly pay for such coverage.

5.1.5 With respect to all insurance required under this Agreement, the deductible shall not exceed \$50,000 without the prior written approval of the Risk Manager of Lessor.

5.2 Evidence of Insurance:

5.2.1 Lessee's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

5.2.2 Within 10 working days after the Effective Date, Lessee shall deliver to the Lessor a certificate of insurance documenting the required insurance coverage. Upon request of Lessor, Lessee agrees to provide a copy of all insurance policies required under this Agreement.

5.2.3 Renewal certificates shall be provided to Lessor not later than 15 days prior to the expiration of policy coverage.

5.2.4 All insurance policies shall require the insurer to provide a minimum of 60 calendar days' prior notice to Lessor for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide 30 days' prior notice.

5.3 Insurance Coverages:

5.3.1 Commercial General Liability Insurance: Lessee shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.

5.3.2 Business Automobile Insurance: Lessee shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.



5.3.3 Workers Compensation & Employers Liability Insurance: Lessee shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance Lessee maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees performing Services or Work pursuant to this Agreement.

Lessee shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. Lessee shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

In the event Lessee is permissibly self-insured for workers' compensation insurance in the State of Nevada, Lessee shall deliver to the Lessor a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

6. **INTERFERENCE WITH OTHER USERS.**

If the installation of the equipment, tower or antenna of Lessee creates interference to other joint users of the site, or any other communications site within the geographical area of Lessor, Lessee agrees to eliminate said interference. The installation by Lessee will utilize the latest state of the art and shall meet good engineering practices in all respects.

7. **VALIDITY AND INTERPRETATION.**

The validity and interpretation of this Lease shall be controlled and construed under the laws of the State of Nevada.

8. **ASSIGNS AND SUCCESSORS.**

This Lease and the covenants and conditions herein contained shall inure to the benefit of and are binding upon the parties and their assigns and successors.

9. **INVALIDITY OF PARTS OF LEASE.**

Should any part or provision of this Lease be held invalid by a court or body of competent jurisdiction, it shall not affect or terminate the remainder of the Lease, and the provisions hereof shall be deemed severable.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_,

2021.

**LESSOR:**

**LAS VEGAS VALLEY  
WATER DISTRICT**

**BY:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Notary:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LESSEE:**

**SOUTHERN NEVADA AREA  
COMMUNICATION COUNCIL**

**BY:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CERTIFICATE OF COVERAGE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE FORMS ISSUED TO THE COVERED MEMBER**

<b>AGENT</b>  Willis Administrative Services Corporation, Inc. DBA Willis Pooling 1 E. Liberty Street, Suite 600 Reno, NV 89501	<b>DATE OF ISSUANCE</b>  8/4/2021
<b>COVERED MEMBER</b>  Southern Nevada Area Communications Council	<b>COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH:</b>  Nevada Public Agency Insurance Pool 201 S. Roop St., Suite 102 Carson City, NV 89701-4790  A POOL FORMED PURSUANT TO THE INTERLOCAL COOPERATION ACT CHAPTER 277 OF THE NEVADA REVISED STATUTES

**COVERAGES:**  
  
 THIS IS TO CERTIFY THAT THE COVERAGES IN EFFECT AS LISTED BELOW HAVE BEEN ISSUED TO THE POOL MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE OF COVERAGE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE COVERAGE FORMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH FORMS.

TYPE OF COVERAGE	COVERAGE FORM NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
LIABILITY INCLUDING AUTO LIABILITY, LAW ENFORCEMENT LIABILITY AND WRONGFUL ACTS LIABILITY	NPAIP202122	7/1/2021	7/1/2022	\$1,000,000
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT				
OTHER				
ADDITIONAL ASSURED per Section I.2 of POOL COVERAGE FORM:				

**DESCRIPTION OF OPERATIONS\LOCATIONS\VEHICLES\SPECIAL ITEMS**

Certificate of Liability Insurance for the leased property at 7208 N Shaumber Road, Las Vegas, NV. The Las Vegas Valley Water District, its members and affiliated companies, successors or assigns, including their directors, officers and employees individually and collectively when acting in the scope of the employment. Also, all owners of the property where the Work will be performed are named Additional Insured and Waiver of Subrogation is per the terms of the NPAIP Coverage Form, Section III, items 6 & 7 (extraction attached)

<b>CERTIFICATE HOLDER</b>  Las Vegas Valley Water District 1001 S. Valley View Blvd. Las Vegas, NV 89153	<b>CANCELLATION:</b>  SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE FORMS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE FORMS.
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AUTHORIZED REPRESENTATIVE  \_\_\_\_\_

### Section III. General Conditions – All Sections

1. **SALVAGE AND RECOVERY CLAUSE:** All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this coverage shall be applied as if recovered or received prior to the settlement and all necessary adjustments shall be made by the parties hereto.
2. **CANCELLATION/NONRENEWAL:** If the **Assured** fails to pay the Contribution by the date specified by the POOL in its written invoice, 30 days written notice of cancellation will be given. This Coverage is otherwise cancelable only at the end of a coverage period. Either of the parties may cancel by giving written notice to the other party, provided notice is issued at least 120 days prior to the end of the current coverage period.
3. **BANKRUPTCY AND INSOLVENCY:** In case of bankruptcy or insolvency of the **Assured** or any entity comprising the **Assured**, POOL shall not be relieved of the payment of any claim to the

**Assured** or its liquidator, receiver or statutory successor under this Coverage Form without diminution because of the insolvency of the **Assured**.

4. **OTHER INSURANCE OR COVERAGE:** If any other coverage, bond or insurance is available that covers a loss covered herein, except for coverage, bond or insurance purchased to apply specifically in excess of this coverage, then this coverage will apply in excess of the other valid and collectable coverage, bond or insurance. When this coverage is excess over other coverage, bond or insurance, POOL will pay only the amount of loss, if any, that exceeds the sum of all deductibles (and self-funded amounts) and the amount all such other coverage, bond or insurance would pay for the loss in the absence of this coverage.
5. **MORTGAGE CLAUSE:** The interest of any creditor, lien holder or mortgagor on property covered hereunder is included as if a separate endorsement were attached hereto to the extent of the amount of the debt, lien or mortgage as of the date of loss subject to the limits of liability set forth in this coverage.
6. **SUBROGATION AND RECOVERIES:** POOL shall be subrogated to all rights which the **Assured** has against any person or other entity in respect to any claim or payment made under this coverage, and the **Assured** shall cooperate with POOL to secure the rights of POOL. In case any reimbursement is obtained or recovery made, the net amount of such reimbursement or recovery, after deducting the actual cost incurred by the **Assured** and/or POOL in obtaining or making the same, shall be applied in the following order: (a) to reduce the amount of loss which exceeds the applicable limit of liability; (b) to reduce POOL loss until POOL is fully reimbursed; (c) to reduce the **Assured's** loss because of the application of the deductible.
7. **WAIVER OF SUBROGATION:** This coverage shall not be invalidated if the **Assured** by written agreement has waived or shall waive its right of recovery from any party for loss or damage covered hereunder; provided that any such waiver is made prior to the occurrence of said loss or damage.