

AGENDA
SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL
BOARD OF DIRECTORS
REGULAR MEETING

1:30 P.M. – OCTOBER 20, 2021
Las Vegas Valley Water District
1001 S. Valley View Boulevard, MEAD 3
Las Vegas, NV 89153

Dial In Meeting Information:

Phone: 323-776-6758

Conference ID: 956398933#

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 October 20, 2021 agenda and the minutes from the August 18, 2021 meeting.
2. FOR DISCUSSION: Receive the administrator's report with the inclusion of the SNACC monthly financial reports and budget variances for the month of July and August 2021 and system reports for the months of August and September 2021.
3. FOR POSSIBLE ACTION: For the Board to approve the Preliminary Budget for Fiscal Year 2023, this will be presented by the SNACC Administrator, Jason Manzo.
4. FOR POSSIBLE ACTION: Approve the Elkhorn Interlocal Agreement between SNACC and Las Vegas Valley Water District.
5. FOR POSSIBLE ACTION: Authorize the SNACC Administrator replace a 2007 Dodge Ram.
6. FOR POSSIBLE ACTION: Approve the Device Management Services quote and agreement for 3500 additional licenses for over the air programming.
7. FOR POSSIBLE ACTION: Approve the amendment of the Resolution of the Administrator.
8. FOR POSSIBLE ACTION: Approve the proposal for the Red Mountain tower study to see if the tower can hold another microwave.

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, Terrance Holmes, Vince Albowicz,
Isaac Henn, Frank Milligan, Mitchell Maciszack & Brad Adams

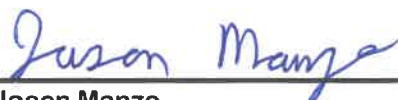
**Southern Nevada Area Communications Council
Agenda Item**

Issue: Approve the October 20, 2021 agenda and minutes from the August 18, 2021 meeting.	Date: October 20, 2021
Petitioner: Jason Manzo, SNACC Administrator	Agenda Item: 1
Recommendation - FOR POSSIBLE ACTION: For the Board to approve the October 20, 2021 agenda and minutes from the August 18, 2021 meeting and/or take action as necessary.	

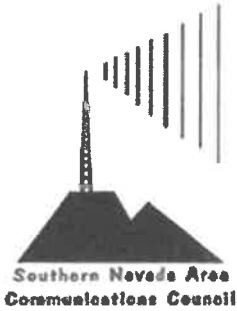
Fiscal Impact:
None

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

Respectfully Submitted:



Jason Manzo
SNACC Administrator



Southern Nevada Area Communications Council

MEETING MINUTES

Date: August 18, 2021

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

Time: 1:30 P.M.

Board members present:	Scott Mazick, Chair	Chris Vasquez, Vice Chair
	Frank Milligan	Larry Haydu
	Terrance Holmes	Richard Johnson
	Mitchell Maciszak	Vince Albowicz
	Brad Adams	

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 agenda and minutes of the May 19, 2021 and July 28, 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 May and June of 2021 and system reports for May, June, and July 2021. *(FOR DISCUSSION):*

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 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. Buses – 35 (1.10 Minutes)

June 2021

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

July 2021

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

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

3. Ratify the Assurance Nevada Public Agency Insurance Plan agreement for the coverage between July 1, 2021, through June 30, 2022. (*FOR POSSIBLE ACTION*):

- A motion was made; motion passed unanimously.

4. Approve the Elkhorn site agreement between Las Vegas Valley Water District and SNACC. (*FOR POSSIBLE ACTION*):

- Motion was made to approve; motion passed unanimously.

COMMENTS BY THE GENERAL PUBLIC:

NEXT MEETING DATE/ADJOURN:

Next SNACC meeting is on October 20, 2021. Meeting adjourned at 1:51 p.m.

Respectfully submitted:

Scott Mazick, Chairman
Attachments

Southern Nevada Area Communications Council Agenda Item

Issue: Receive the administrator's report with the inclusion of the SNACC monthly financial reports and budget variances for the month of July and August 2021 and system reports for the months of August and September 2021.	Date: October 20, 2021
Petitioner: Jason Manzo, SNACC Administrator	Agenda Item: 2
Recommendation - FOR DISCUSSION: For the Board to receive the administrator's report with the inclusion of the SNACC monthly financial reports and budget variances for the month of July and August 2021 and system reports for the months of August and September 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 monthly Administrator's Report. This was requested to inform the Board on the monthly SNACC expenses and to show what is currently available. This will be a reoccurring item.

Respectfully Submitted:



Jason Manzo
SNACC Administrator

SNACC ADMINISTRATOR'S REPORT

OCTOBER 20, 2021

SNACC UPDATES:

We completed the first PM on our 4 large UPS's. 3 of the units had no issues. 1 unit will need a new control board. We are working with Toshiba to get a quote for the part.

RTC has received their new APX radios.

I am having weekly meetings with Motorola about our Simulcast. We are making progress on a new design to better cover the Las Vegas Valley.

I have the statement of work for our Microwave project. We are now waiting to see what the Simulcast redesign looks like since this will impact the microwave statement of work.

BUDGET VARIANCES:

July 2021

1. **Office Space** – Used entire budgeted amount of \$12,000 for SNACC monthly rent for office space.
2. **Vehicle Maintenance** - \$1,027.36 – 5.1% - This is for SNACC vehicles and generators.
3. **Clark County Agreement** - \$3,577 – 7.5% - 1st quarter payment.

August 2021

1. **Overtime** - \$448.20 – 6% - calls that come in after hours and day to day operations.
2. **Mr. Janitorial** - \$350 – 12% - cleaning services
3. **Business Liability Insurance** - \$26,858.41 – over budget by -16.8% due to budgeted amount. This is for the Nevada Public Agency Insurance Plan/POOL PACT, this agreement was ratified by the SNACC Board on the August 18, 2021 meeting.
4. **Operating and Cleaning Supplies** - \$50.27 – 7.1% - Ordered paper products from Brady Holdings.
5. **Electricity** - \$1,968.57 – 12.3% - NV Power and City of BC. This is for our Brooks and Red Mountain Sites.
6. **Telecommunications** - \$1,319.73 – 13.8% - United teleservices, Telecom fee Aug 2021, AT&T CellCo Partnership.
7. **Print/Production** - \$245.10 – 11.3% - Print shop (Business cards for Tech and Administrator) and Konica Minolta Charge for July 2021.

SYSTEM REPORTS:

August 2021

1. Airtime – *3040.2 (Hours)*
2. Push-To-Talks – *2,223,888*
3. Busies – *85 (1.89 Minutes)*

September 2021

1. Airtime – *2988.5 (Hours)*
2. Push-To-Talks – *2,177,596*
3. Busies – *84 (2.33 Minutes)*

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

FUND 2520.000

Southern Nevada Area Communications Council

SNACC BUDGET REPORT: JULY 2021

CATEGORY	BUDGET	ACTUALS YTD	JULY ACTUALS	% REMAINING
Annual Radio Fees and Buy Ins Billed	2,744,265.00	(2,697,683.30)	(2,697,683.30)	
Cost Recovery Billed (Console SUA II and Maintenance)	404,570.00			
Interest	40,293.00	40,958.39	40,958.39	
TOTAL REVENUES	3,189,128.00	(2,656,724.91)	(2,656,724.91)	-
Salaries & Benefits	460,269.00	36,024.68	36,024.68	92.2%
Overtime	7,500.00	101.10	101.10	98.7%
Call Back	2,500.00			100.0%
Professional services	1,780.00			100.0%
Cleaning/Custodial	2,720.00			100.0%
Equipment maintenance and repair	12,500.00			100.0%
Console SUAII	230,568.00			100.0%
Console maintenance	174,002.00			100.0%
Infrastructure SUAII	298,881.00			100.0%
Infrastructure maintenance	495,526.00			100.0%
Site rentals	14,466.00			100.0%
Office space (Water Reclamation)	12,000.00	12,000.00	12,000.00	0.0%
Business liability insurance	23,000.00			100.0%
Operating and cleaning supplies	705.00			100.0%
Office supplies	5,900.00			100.0%
Minor equip (tools, cables)	13,264.00			100.0%
Computers and supplies	4,500.00			100.0%
Electricity	16,000.00			100.0%
Capital lease interest	68,048.00			100.0%
Capital lease principal	514,533.00			100.0%
Travel/Training	10,000.00			100.0%
Vehicle Maint.	20,000.00	1,027.36	1,027.36	94.9%
Telecommunications	9,881.00	44.00	44.00	99.6%
Print/Reproduction	2,100.00			100.0%
CC Agreement, ERP, IT Support, etc.	47,391.00	3,577.00	3,577.00	92.5%
Capital Projects	2,102,500.00			100.0%
TOTAL EXPENSES	4,550,534.00	52,774.14	52,774.14	98.8%
Appropriated EFB	2,240,953.00			100.0%
Beginning FY fund balance	2,421,044			
Fund balance as of report date:	4,996,695			
Estimated FY22 ending fund balance:	1,059,638			

FUND 2520.000

Southern Nevada Area Communications Council

SNACC BUDGET REPORT: AUGUST 2021

CATEGORY	BUDGET	ACTUALS YTD	AUGUST	
			ACTUALS	% REMAINING
Annual Radio Fees and Buy Ins Billed	2,744,265.00	(2,697,683.30)	(910.38)	
Cost Recovery Billed (Console SUA II and Maintenance)	404,570.00	(910.38)		
Interest	40,293.00	34,753.28	(6,205.11)	
TOTAL REVENUES	3,189,128.00	(2,663,840.40)	(7,115.49)	-
Salaries & Benefits	460,269.00	73,211.06	37,186.38	84.1%
Overtime	7,500.00	549.30	448.20	92.7%
Call Back	2,500.00			100.0%
Professional services	1,780.00			100.0%
Cleaning/Custodial	2,720.00	350.00	350.00	87.1%
Equipment maintenance and repair	12,500.00			100.0%
Console SUAII	230,568.00			100.0%
Console maintenance	174,002.00			100.0%
Infrastructure SUAII	298,881.00			100.0%
Infrastructure maintenance	495,526.00			100.0%
Site rentals	14,466.00			100.0%
Office space (Water Reclamation)	12,000.00	12,000.00		0.0%
Business liability insurance	23,000.00	26,858.41	26,858.41	-16.8%
Operating and cleaning supplies	705.00	50.27	50.27	92.9%
Office supplies	5,900.00			100.0%
Minor equip (tools, cables)	13,264.00	228.86	228.86	98.3%
Computers and supplies	4,500.00			100.0%
Electricity	16,000.00	1,968.57	1,968.57	87.7%
Capital lease interest	68,048.00			100.0%
Capital lease principal	514,533.00			100.0%
Travel/Training	10,000.00			100.0%
Vehicle Maint.	20,000.00	1,027.36		94.9%
Telecommunications	9,881.00	1,363.73	1,319.73	86.2%
Print/Reproduction	2,100.00	245.10	245.10	88.3%
CC Agreement, ERP, IT Support, etc.	47,391.00	4,888.00	1,311.00	89.7%
Capital Projects	2,102,500.00			100.0%
TOTAL EXPENSES	4,550,534.00	122,740.66	69,966.52	97.3%
Appropriated EFB	2,240,953.00			100.0%
Beginning FY fund balance	2,421,044			
Fund balance as of report date:	5,616,806			
Estimated FY22 ending fund balance:	1,059,638			

**Southern Nevada Area Communications Council
Agenda Item**

Issue: For the Board to approve the Preliminary Budget for Fiscal Year 2023, this will be presented by the SNACC Administrator, Jason Manzo.	Date: October 20, 2021
Petitioner: Jason Manzo, SNACC Administrator	Agenda Item: 3
Recommendation - FOR POSSIBLE ACTION: For the Board to approve the Preliminary Budget for Fiscal Year 2023, this will be presented by the SNACC Administrator, Jason Manzo and/or take action as necessary.	

Fiscal Impact:
None

Background:
This is for the Board to have a visual of all of the potential projects and expenses for the SNACC.

Respectfully Submitted:



Jason Manzo
SNACC Administrator

Southern Nevada Area Communications Council Agenda Item

Issue: Approve the Elkhorn Interlocal Agreement between SNACC and Las Vegas Valley Water District.	Date: October 20, 2021
Petitioner: Jason Manzo, SNACC Administrator	Agenda Item: 4
Recommendation - FOR POSSIBLE ACTION: For the Board to approve the Elkhorn Interlocal Agreement between SNACC and Las Vegas Valley Water District. and/or take action as necessary.	

Fiscal Impact:
\$6000 per year

Background:

This agreement is between the Las Vegas Valley Water District and Southern Nevada Area Communications Council. Southern Nevada Area Communications Council utilizes a building at the Elkhorn property. This site benefits the users in the Northwest area of town.

Respectfully Submitted:



Jason Manzo
SNACC Administrator

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

THIS INTERLOCAL AGREEMENT, is made and entered into by and between the Southern Nevada Area Communications Council, an entity established under the laws of the State of Nevada, (“SNACC”) and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, (the “District”). The SNACC and the District are sometimes collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the Parties are authorized to enter into agreements pursuant to Nevada Revised Statute (“NRS”) 277.080 through 277.180;

WHEREAS, the District is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada;

WHEREAS, the District owns and operates the Elkhorn Zone -- Reservoir site located at 7208 Shaumber Road (“Elkhorn Reservoir Site”);

WHEREAS, SNACC provides a radio backbone system with transmitters and repeaters that deliver an 800 megahertz radio service utilized by its members;

WHEREAS, the main purposes of SNACC is to provide interoperable radio communications between public agencies;

WHEREAS, SNACC is the largest public safety radio network in Southern Nevada with 45 participating agencies and 8,400 radios;

WHEREAS, the District is a member of SNACC;

WHEREAS, under a separate agreement SNACC installed six (6) equipment racks and associated appurtenances along with radio transmission antenna (“Radio Communication Equipment”) at the Elkhorn Reservoir Site;

WHEREAS, SNACC desires to continue use of a portion of the Elkhorn Reservoir Site to access and maintain its existing Radio Communication Equipment; and

WHEREAS, the District desires to allow SNACC continued use of portions of the Elkhorn Reservoir Site consistent with the terms and conditions of this agreement and in exchange for improved radio reception of the system of which the District is a beneficiary.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

AGREEMENT

1. GRANT OF LICENSE.

By mutual execution of this Agreement, the District hereby grants to SNACC, subject to the terms and conditions in this Agreement, a revocable license (the “License”) to use, install, operate, and maintain Radio Communication Equipment on a portion of the Elkhorn Reservoir Site. SNACC’s use of the Elkhorn Reservoir Site shall not interfere with the District’s ability to install, maintain, or use existing and future improvements. Further, SNACC agrees to not sublet this License.

2. TERM.

- a. The term of this grant of license shall be perpetual and shall become effective the date of execution by both Parties (“Effective Date”). This Agreement may be terminated by either party, with or without cause and regardless of the nature of the improvement made by SNACC, upon sixty (60) calendar days’ written notice to the other party. Upon termination, SNACC shall remove the Radio Communication Equipment pursuant to the terms of this Agreement.
- b. Either party may terminate this Agreement in the event the other party hereto fails to observe and perform any provision, condition, covenant, restriction, or agreement herein and where such failure continues for thirty (30) days after notice thereof from the non-breaching party, provided, however, that if the nature of the failure is such that it cannot reasonably be cured within thirty (30) days, no default will be deemed to have occurred if the breaching party, within the initial thirty (30) day period, commences to cure and thereafter diligently prosecutes the same to completion, but in no event for longer than thirty (30) days after written notice to breaching party (provided the time periods set forth in this Section shall be extended for the period of any Force Majeure event as defined in this Agreement. The waiver by the non-breaching party of the breach of any condition, covenant, restriction or agreement herein shall in no way impair the right of the non-breaching to enforce its rights upon any subsequent breach thereof.

3. LICENSE FEE.

SNACC, in consideration of the Districts grant of license for use of the Elkhorn Reservoir Site as described herein, covenants, and agrees with the District, its successors and assigns; to the following license fee consisting of in-kind services as follows:

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 the District currently shares with other SNACC members. The District will continue to pay its allocated share of expenses and assessments to SNACC based on radios used.

4. CONDITIONS OF OCCUPANCY.

- a. Limited Use. The license granted herein is subject to the SNACC complying with all terms and conditions of this Agreement, including, but not limited to, the proper operation, maintenance and/or repair of the Radio Communication Equipment. SNACC shall not engage in any activities or improvements on the Elkhorn Site that is not authorized in this Agreement.
- b. Reserved Right. The District reserves the right to utilize the Elkhorn Reservoir Site or allow others to utilize the Elkhorn Reservoir Site as the District deems appropriate, in its sole discretion. The District further reserves the right to excavate, lay, construct, erect, install, use, operate, repair, replace, remove, relocate, re-grade, widen, realign, perform civil work, or maintain the surface or subsurface improvements located within or under the Elkhorn Reservoir Site.
- c. No Property Interest. SNACC shall not acquire or assert any vested right or interest in the Elkhorn Reservoir Site under this grant of license.

5. INSTALLATION AND OPERATION.

- a. Improvements. SNACC shall have the right to maintain the improvements SNACC has already made to the existing building, antennas, and microwave dishes as needed. No additional improvements shall be made without the prior written consent of the District. All equipment and improvements that SNACC attached to the premises during the prior lease term shall remain the personal property of SNACC and upon termination of this

License, SNACC shall remove all improvements to the licensed premises. All such improvements shall conform with building and zoning ordinances.

- b. Utilities. District shall provide electric power to the site. SNACC shall be responsible for the monthly fee of Five Hundred Dollars (\$500.00) for electricity used on the licensed premises. SNACC and the District agree that monthly power fee costs will be reevaluated if there is a substantial change in power costs.
- c. Damages Caused by SNACC. SNACC shall, at its sole cost and expense and to the satisfaction of the District: (i) remove, repair or replace any of its Radio Communication Equipment that is damaged, becomes detached or has not been used for a period of more than ninety (90) days; and/or (b) repair any damage to the Elkhorn Reservoir Site, and other improvements, whether public or private, caused by SNACC, its employees, contractors, or agents in their actions relating to attachment, operation; repair or maintenance of the Radio Communication Equipment. If SNACC does not remove, repair, or replace such damage to or on the Elkhorn Reservoir Site within thirty (30) days after receipt of the District's written notice to do so, the District shall have the option, upon fifteen (15) days' prior written notice to SNACC, to perform or cause to be performed such removal, repair or replacement on behalf of SNACC and shall charge SNACC for the actual costs incurred by the District. If such damage causes a public health or safety emergency, as determined by the District, the District may immediately perform reasonable and necessary repair or removal work.

6. REMOVAL OF EQUIPMENT.

Upon receipt of notice of termination of this Agreement, SNACC shall promptly, safely and carefully commence removal of the Radio Communication Equipment from the Elkhorn Reservoir Site. If SNACC fails to do so, then the District, upon written notice to SNACC, shall have the right at the District's sole election, but not the obligation, to perform this removal work and charge SNACC for the actual costs and expenses, including, without limitation, reasonable administrative costs.

7. RISK OF LOSS.

SNACC acknowledges and agrees that SNACC bears all risks of loss or damage or relocation or replacement of the Radio Communication Equipment installed at the Elkhorn Reservoir Site pursuant to this Agreement from any cause, and the District shall not be liable for any cost of replacement or of repair to damaged Radio Communication Equipment, including, without limitation, damage caused by the District's removal of the Radio Communication Equipment, except to the extent that such loss or damage was caused by the negligence or willful misconduct the District, including, without limitation, its elected officials, officers, employees, contractors, and agents, subject to the limitation of liability provided in this Agreement.

8. LIMITED LIABILITY.

- a. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach. Neither party waives any right or defense to indemnification that may exist in law or equity.
- b. This Section survives termination of this Agreement.

9. INSURANCE.

- a. General:
 - i. SNACC shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably

acceptable to District (SNACC may satisfy the insurance requirements below through evidence of self-insurance), nor shall SNACC allow any subcontractor to commence Work until all insurance required has been so obtained.

- ii. District shall be named as an additional insured, under SNACC'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 SNACC 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 District, regardless of how the "other insurance" provisions may read. SNACC agrees to waive its rights of subrogation against District, and SNACC'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:
- iii. 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.
- iv. District 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 District in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of SNACC's or subcontractor's liability for claims arising out of this Agreement. SNACC and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.
- v. If SNACC fails to procure and maintain the insurance as required herein, in addition to other rights or remedies, District shall have the right, if District so chooses, to procure and maintain the required insurance in the name of District with District as an additional named insured. SNACC shall pay the cost thereof and shall furnish all necessary information to maintain the procured insurance. In the event SNACC fails to pay the cost, District has the right to set off any sums from the compensation due to SNACC set forth in this Agreement and directly pay for such coverage.
- vi. 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 District.

b. Evidence of Insurance:

- i. SNACC'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.
- ii. Within 10 working days after the Effective Date, SNACC shall deliver to the District a certificate of insurance documenting the required insurance coverage. Upon request of District, SNACC agrees to provide a copy of all insurance policies required under this Agreement.
- iii. Renewal certificates shall be provided to District not later than 15 days prior to the expiration of policy coverage.
- iv. All insurance policies shall require the insurer to provide a minimum of 60 calendar days' prior notice to District 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.

c. Insurance Coverages:

- i. Commercial General Liability Insurance: SNACC 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 or self-insurance.
- ii. Business Automobile Insurance: SNACC 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.
- iii. Workers Compensation & Employers Liability Insurance: SNACC shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance SNACC 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. SNACC shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. SNACC 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 SNACC is permissibly self-insured for workers' compensation insurance in the State of Nevada, SNACC shall deliver to the District a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

10. MISCELLANEOUS.

- a. Non-Discrimination. The Parties promises, and it is a condition to the continuance of this Agreement, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, creed, national origin, ancestry, or any other legally protected status in the performance of this Agreement. Such non-discrimination shall include, by way of example and not limitation, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In accordance with the Immigration Reform and Control Act of 1986, the Parties agree that it will not employ unauthorized aliens in the performance of this Agreement.
- b. Force Majeure. Neither party hereto shall be in breach of this Agreement if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, epidemics or pandemics, government imposed quarantine restrictions, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse SNACC from the prompt payment of any charge required of SNACC hereunder.
- c. Notice. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to SNACC: Attn: Jason Manzo, SNACC Administrator
Southern Nevada Area Communications Council
6000 E Rochelle Avenue
Las Vegas, NV 89122
(702) 455-7390
JManzo@ClarkCountyNV.gov

If to District: Attn: Director, Environmental Health and Safety
Las Vegas Valley Water District
1001 South Valley View Boulevard
Las Vegas, NV 89153
(702) 822-8368
frank.milligan@lvvwd.com

With a copy to: General Counsel
(excluding invoices) Las Vegas Valley Water District
1001 South Valley View Blvd., MS 475
Las Vegas, Nevada 89153
(702) 258-3288
generalcounsel@lvvwd.com

- d. Binding on Permitted Successors and Assigns. The terms, provisions, covenants and conditions contained in this Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.
- e. Partial Invalidity. If any term, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- f. Entire Agreement. This Agreement contains the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- g. No Partnership or Joint Venture. Nothing contained herein shall be deemed to create any partnership, joint venture, agency, or other relationship between the Parties.
- h. Captions. The captions are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.
- i. Governing Law; Venue; Waiver of Jury Trial. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and

exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. The Parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of Parties SNACC's use or occupancy of the Elkhorn Reservoir Site, and/or any claim of injury or damage.

- j. Recordation. This Agreement shall not be recorded.
- k. Authorization. All necessary actions shall have been taken under the Parties' organizational documents to authorize the individuals signing this Agreement on their respective behalves to do so.
- l. Interpretation. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Agreement any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This Agreement shall not be construed either for or against either party hereto, but this Agreement shall be interpreted in accordance with the general tenor of its language.
- m. Third Parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, including, without limitation, any entity, other than the parties hereto any rights or remedies under or by reason of this Agreement.
- n. Expenses. Except as otherwise provided in this Agreement, each party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this Agreement, including, without limitation, the fees and expenses of each party's legal counsel.
- o. Further Assurances. Each party shall, from time to time after the execution of this Agreement, execute and deliver such instruments, documents and assurances and take such further acts as the other party may reasonably request to carry out the purpose and intent of this Agreement without undue delay.
- p. Non-Appropriation. The Parties acknowledge that the other party is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either party's obligations under this Agreement, then the party shall have the right to terminate this Agreement at any time after written notice to the other party of the unavailability and non-appropriation of public funds. It is expressly agreed that neither party shall exercise this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.
- q. Official, Agent and Employees of Each Party Not Personally Liable. It is agreed by and between the parties of this Agreement, that in no event shall any official, officer, employee, or agent of SNACC or District in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.
- r. Conflict of Interest. An official of either party hereto, who is authorized on behalf of their respective party to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for either party hereto, who is authorized on behalf of the respective party, to exercise any legislative, executive, supervisory or other similar functions in connection with this

Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof.

- s. Public Records. SNACC and the District are public agencies as defined by state law. As such, SNACC and District are subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). SNACC's and District's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.
- t. Counterparts: Electronic Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.
- u. Audits. The performance of this Agreement by SNACC is subject to review by District to insure contract compliance at the discretion of District. SNACC agrees to provide District any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to SNACC. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the Agreement.
- v. Survival. Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 10.u. (Audits) of this Agreement will survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination; and, (b) Paragraph 10.i. (Governing Law; Venue; Waiver of Jury Trial) of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement indefinitely.

IN WITNESS WHEREOF, the Parties have entered into this Interlocal Agreement upon execution by both SNACC and the District.

**SOUTHERN NEVADA AREA
COMMUNICATIONS COUNCIL**

LAS VEGAS VALLEY WATER DISTRICT

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Southern Nevada Area Communications Council Agenda Item

Issue: Authorize the SNACC Administrator to replace a 2007 Dodge Ram.	Date: October 20, 2021
Petitioner: Jason Manzo, SNACC Administrator	Agenda Item: 5
Recommendation - FOR POSSIBLE ACTION: For the Board to authorize the SNACC Administrator to replace a 2007 Dodge Ram and/or take action as necessary.	


Fiscal Impact:

Up to \$75,000

Background:

This truck is a 2007 Dodge Ram, per Automotive, this vehicle is due for replacement. This was included in the fiscal year 2022 Budget which was approved by the Board back on June 2021. Automotive gave a recommendation for the vehicle to be replaced due to high mileage and age.

Respectfully Submitted:



Jason Manzo
SNACC Administrator

Southern Nevada Area Communications Council Agenda Item

Issue: Approve the Device Management Services quote and agreement for 3500 additional licenses for over the air programming.	Date: October 20, 2021
Petitioner: Jason Manzo, SNACC Administrator	Agenda Item: 6
Recommendation - FOR POSSIBLE ACTION: For the Board to approve the Device Management Services quote and agreement for 3500 additional licenses for over the air programming and/or take action as necessary.	

Fiscal Impact:
\$52,500 per year

Background:

As SNACC continues to program over the air, customers are gradually adding more compatible radios to the SNACC system, thus requiring additional licenses for new radios with this over the air programming feature. There is a yearly fee associated for each license acquired.

Respectfully Submitted:



Jason Manzo
SNACC Administrator



SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000448018
Contract Modifier:

Date: 27-SEP-2021

Company Name:	Southern Nevada Area Comm Council C/O Clark County
Attn.:	Jason Manzo
Billing Address:	6000 E Rochelle
City, State, Zip Code:	Las Vegas, NV 89122
Customer Contact:	Jason Manzo
Phone:	

P.O.#: N/A
Customer #: 1035754987
Bill to Tag#: 0027
Contract Start Date: 01-NOV-2021
Contract End Date: 31-OCT-2022
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S01033A	ASTRO DMS ADVANCED HOSTING	\$0.00	\$0.00
	LSV01S01034A	ASTRO DMS ADVANCED RM	\$4,375.00	\$52,500.00
Sub Total			\$4,375.00	\$52,500.00
Taxes			\$0.00	\$0.00
Grand Total			\$4,375.00	\$52,500.00
SPECIAL INSTRUCTIONS — Add'l 3500 APX licenses. Please email EIDs to Jason Manzo email: JManzo@clarkcountynv.gov			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
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CARL MCCORMICK	+1(801)5737001	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name : Southern Nevada Area Comm
Council C/O Clark County
Contract Number : USC000448018
Contract Modifier :
Contract Start Date : 01-NOV-2021
Contract End Date : 31-OCT-2022

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

Revised June 16, 2018

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Southern Nevada Area Communications Council Agenda Item

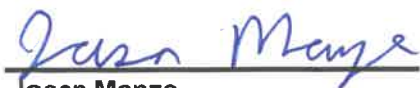
Issue: Approve the amendment of the Resolution of the Administrator.	Date: October 20, 2021
Petitioner: Jason Manzo, SNACC Administrator	Agenda Item: 7
Recommendation - FOR POSSIBLE ACTION: For the Board to approve the amendment of the Resolution of the Administrator and/or take action as necessary.	

Fiscal Impact:
None

Background:

After having to spend over \$28,000 for an air conditioning unit at one of the SNACC sites and \$25,000 for a UPS unit at another site, the Administrator wanted to make sure that NRS332.112 was added to this resolution. This NRS allows the Administrator to make decision/purchase based on an emergency. Changes are on section 3 (h), page 2 of 3.

Respectfully Submitted:



Jason Manzo

SNACC Administrator

Exceptions to Requirements for Competitive Solicitations

NRS 332.112 Emergency contracts.

1. For the purposes of this section, an “emergency” is one which:

(a) Results from the occurrence of a disaster, including, but not limited to, fire, flood, hurricane, riot, power outage or disease; or

(b) May lead to impairment of the health, safety or welfare of the public if not immediately attended to.

2. If the authorized representative, chief administrative officer or governing body of the local government determines that an emergency exists affecting the public health, safety or welfare, a contract or contracts necessary to contend with the emergency may be let without complying with the requirements of this chapter. If such emergency action was taken by the authorized representative or chief administrative officer, he or she shall report it to the governing body at its next regularly scheduled meeting.

(Added to NRS by 1975, 1537; A 1999, 1682)

<https://www.leg.state.nv.us/nrs/nrs-332.html>

A RESOLUTION ESTABLISHING THE AUTHORITY OF THE ADMINISTRATOR
OF THE SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL

WHEREAS, the Southern Nevada Area Communications Council, (SNACC) was created September 19, 1995, by a joint powers agreement, among several member public agencies, under the authority provided by NRS 277.110 and 277.120 pursuant to a Cooperative Agreement; and

WHEREAS, the business and affairs of SNACC shall be conducted by a Board in accordance with Nevada Statutes and shall consist of one representative from each public agency signing the Cooperative Agreement; and

WHEREAS, the Cooperative Agreement provides that SNACC shall have an Administrator to carry out certain administrative functions on behalf of the Board; and

WHEREAS, the Board desires to establish clarity regarding the functions it desires to delegate to the Administrator; and

WHEREAS, in order to facilitate the day-to-day operations of SNACC, the Board finds a need for the Administrator to be able to exercise certain administrative functions.

NOW, THEREFORE, BE IT RESOLVED by the Board that the Administrator or his respective designees, be able to execute the following functions and duties, as follows:

1. Be responsible for preparing the Agenda for the Board and any subcommittee meetings in accordance with NRS Chapter 241. The Administrator shall accept agenda items timely submitted by any Board member and shall also submit agenda items on behalf of the Administrator.
2. Develop policies at the direction of the Board, including the Radio ID Assignment policy. Administrator shall submit all policies to the Board for final approval.
3. Approve and sign Board approved standard agreements in conformance with NRS 332, 338 and County policy. Such agreements include:
 - a. Non-member entities wishing to use SNACC radio ID#s for short term special events,
 - b. Radios used for "emergency only" pursuant to section 12(m) of the Cooperative Agreement,
 - c. Authority of the Administrator to issue Purchase Order Requests in an amount not to exceed \$7,500.00,
 - d. Sign contract documents after review by legal counsel for an amount not to exceed \$7,500.00,
 - e. Authorize administrator to renew agreements already authorized by the Board for renewal periods not to exceed the amount approved and appropriated by the Board,

- f. Authorize Administrator to approve amendments to agreements that don't exceed 15% of the overall contract price,
- g. No cost time extensions,
- h. Emergency contracts as defined by NRS 332.112, which must be reported to the SNACC Board at the next schedule meeting.

4. The Administrator shall provide a quarterly report to the Board of all purchases, contracts, change orders, etc., outlined in Section 3 above.

5. At the direction of the Board, provide written notice to all users of any changes in fees and charges.

6. The Administrator shall maintain a radio inventory and distribute the inventory listing to each participate no later than April 1st of each calendar year. Any disputes over the inventory shall be submitted in writing to the Administrator (Prior to July 1st)

7. Administrator or outside consultant approved by the Board shall prepare a listing of capital equipment items owned by SNACC, the projected life expectancy and current replacement cost and submit the list to the Board in December of each year.

8. Process new service, deactivation, reactivation, and cancellation radio requests submitted in writing.

9. Oversee the use, assignment and limitation of ID#s based upon criteria established by the Board.

10. Oversight of the operation and maintenance of the SNACC facilities. The Administrator shall report to the Board at the regularly scheduled meetings regarding the operation and maintenance of the facilities. Any emergency expenditures required and not already covered by contract shall be submitted to the Board for ratification at the next scheduled meeting of the Board.

11. Meet and confer with outside vendors regarding existing and possible future facilities and services and provide input to the Board.

12. Research available grants and request authorization from the Board to apply for grant funding.

13. Nothing in this resolution prohibits the Administrator or their respective designee from presenting any above authorized action to the Board for review and/or approval.

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2021.

APPROVED AS TO FORM

SNACC BOARD
CLARK COUNTY,

By: _____

By: _____

LISA LOGSDON, DEPUTY DISTRICT
ATTORNEY

SCOTT MAZICK, SNACC CHAIRMAN

**Southern Nevada Area Communications Council
Agenda Item**

Issue: Approve the proposal for the Red Mountain tower study to see if the tower can hold another microwave.	Date: October 20, 2021
Petitioner: Jason Manzo, SNACC Administrator	Agenda Item: 8
Recommendation - FOR POSSIBLE ACTION: For the Board to approve the proposal for the Red Mountain tower study to see if the tower can hold another microwave and/or take action as necessary.	

Fiscal Impact:
\$11,500.00

Background:

We have never had a tower study performed at Red Mountain. This is needed to know what our current tower loading is. This is information needed for the microwave upgrade.

Respectfully Submitted:



Jason Manzo

SNACC Administrator

INTELLECOM

PROPOSAL

COMMUNICATIONS & CONSTRUCTION

3638 E. SUNSET RD. SUITE 105

LAS VEGAS NV. 89120

Phone (702) 451-1820 Fax (702) 451-1817

tbradley@intelcominc.com

DATE: 9/24/2021

Bill To: Clark County Nevada

SNACC Administrator

Jason Manzo

6000 E Rochelle Ave Las Vegas NV 89122

702-455-7390

Prepared by: Tim Bradley

PROJECT: Red Mountain Structural Analysis Proposal

Description	AMOUNT
Provide tower crew to set up safety rigging and measure all tower components on existing tower including all steel components.	3,200.00
Provide third party to do foundation analysis with concrete core and break test.	3,700.00
Provide third party engineer all data on existing tower to do calculations for existing load capacity.	4,600.00
TOTAL	\$ 11,500.00

We have hereby furnished material and labor complete in accordance with above specifications for the sum of:

\$11,500.00 (ELEVEN THOUSAND FIVE HUNDRED DOLLARS)

If you have any questions concerning this quotation, contact David Lawless, (702) 591-2663, dlawless@intelcominc.com

Payment is due within 30 days (Additional 15% penalty after 45 days)

Authorized signature: 

David Lawless (Owner)

Acceptance of Proposal- The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Authorized signature: _____