STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

01/07/2020 10:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JAY CARMONA
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Brothel License Board, Storey County Water and Sewer System Board and the Storey County Liquor and Gaming Board and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda.

All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The Commission Chair reserves the right to limit the time allotted for each individual to speak.

All items include discussion and possible action to approve, modify, deny, or continue unless marked otherwise.

1. **CALL TO ORDER REGULAR MEETING AT 10:00 A.M.**

2. **PLEDGE OF ALLEGIANCE**

3. **ELECTION OF CHAIRMAN TO THE STOREY COUNTY BOARD OF COMMISSIONERS FOR THE TERM OF ONE YEAR Pursuant to Storey County Code 2.04.008**

4. **ELECTION OF VICE CHAIRMAN TO THE STOREY COUNTY BOARD OF COMMISSIONERS FOR THE TERM OF ONE YEAR Pursuant to Storey County Code 2.04.008**

5. **DISCUSSION/POSSIBLE ACTION:**

Approval of the Agenda for January 7, 2020

6. **DISCUSSION/POSSIBLE ACTION:**

Approval of the Minutes for November 19, 2019

7. **DISCUSSION/POSSIBLE ACTION:**

Approval of the Minutes for December 3, 2019

8. **DISCUSSION/POSSIBLE ACTION:**

Approval of the Minutes for December 4, 2019

9. **CONSENT AGENDA**

I For possible action, approval of claims in the amount of $1,236,184.24

II For possible action, approval of business license first readings:

- **A. All Hours Air LLC -** Contractor / 395 Freeport Blvd Ste. 12 ~ Sparks, NV
- **B. Baldwin Electrical Installations –** Contractor / 1155 S. Rock Blvd Ste. 430 ~ Reno, NV
- **C. Balluff Inc. –** General / 8125 Holton Dr. ~ Florence, KY
- **D. Blockchains LLC** – General / 610 Waltham Way ~ Sparks, NV
- **E. Datasight** – General / 304 S. Jones Blvd Ste. 3546 ~ Las Vegas, NV
- **F. Nevada Copper Inc. –** General / 1315 Waltham Way ~ McCarran, NV
- **G. Oberg Builders LLC. –** Contractor / 101 Convention Center Dr. ~ Las Vegas, NV
- **H. Rust Automation & Controls Inc. –** General / 8070 S. 1300 W. West ~ Jordan, UT
- **I. Titan Solar Power NV Inc. –** Contractor / 2769 N. Lamb Blvd ~ Las Vegas, NV

III For possible action, approval of first reading to amend an existing General Business License for the Union Brewery, 63 N C St., Virginia City, NV 8944 – Requesting to add Dawn Grant

IV For possible action, approval of 2020 Appointments to serve on state, county, and regional boards and committees.

1. Safety Committee – Jeff Holman – chair
2. Legislative Representative – Marshall McBride with others, including staff as needed (no change)
3. Historic Fourth Ward School and Museum Board – Jay Carmona (no change)
4. Nevada-NACO – Lance Gilman with Austin Osborne as alternate (no

change)

5. Nevadaworks – Lance Gilman with Austin Osborne as alternate (no change)
6. Virginia City Senior Center – Lance Gilman (was Cherie Nevin)
7. Lockwood Senior Center Board – (decommissioned)
8. Storey County Senior Center Board – Lance Gilman
9. Saint Mary's Art Center – Jay Carmona (remove Cherie Nevin as alternate)
10. Western Nevada Development District – New Community Relations Coordinator hire pending; Jen Chapman as alternate.
11. Carson Water Subconservancy District – Austin Osborne (no change)
12. State Land Use Planning Advisory Council – Kathy Canfield (no change)
13. Natural Resources Conservation Services (NRCS/USDA) – Kathy Canfield (no change)
14. Truckee River Flood Management Authority, Technical Advisory Committee – Lance Gilman with Kathy Canfield as alternate. (removes Austin Osborne as alternate)
15. Comstock Historic District Commission – Marshall McBride (no change)
16. Nevada Commission for the Reconstruction of the V&T Railway – Marshall McBride (no change)
17. Virginia City Tourism Commission – Lance Gilman (no change)
18. Oversight of Fire District and Public Works – Marshall McBride (no change)
19. Economic Development Authority of Western Nevada – Marshall McBride (no change)
20. Northern Nevada Development Authority (elected official seat) – Lance Gilman
21. Northern Nevada Development Authority (appointed official seat) – Austin Osborne
22. Storey County Wildlife Advisory Board – Rob DuFresne, Greg Hess Sr., Greg "Bum" Hess, Bill Clark, and Rich Bacus (no change)
23. Washoe-Storey Conservation District – Kathy Canfield (remove Austin Osborne as alternate)

10. **DISCUSSION ONLY (No Action - No Public Comment): Committee/Staff Reports**

11. **BOARD COMMENT (No Action - No Public Comment)**

12. **DISCUSSION/POSSIBLE ACTION:**

Approval of Resolution 15-561 honoring Charles and Candace Pitts with the Sugarloaf Mountain Motel and Market as the 2019 Storey County Business of the Year.

13. **DISCUSSION/POSSIBLE ACTION:**

Extension of general services agreement for lobbyist services and other federal legislative assistance of the Porter Group from December 31, 2019 and August 1, 2020.

14. **DISCUSSION/POSSIBLE ACTION:**

Consideration of letters of interest for appointment of planning commissioners to serve a term representing Precinct 4 Mark Twain District, Precinct 3 Lockwood/River District, and

Storey County At-Large position on the Storey County Planning Commission.

15. **DISCUSSION/POSSIBLE ACTION:**

Consideration and possible approval of contract with Motorola Solutions, Inc. for the sale and installation of equipment and software upgrades to the Storey County communication system and for maintenance and support of the upgraded system for a price of $1,795,708.00. That price may change by the time this matter is considered by the Board.

16. **RECESS TO CONVENE AS THE STOREY COUNTY FIRE PROTECTION DISTRICT BOARD**

17. **DISCUSSION/POSSIBLE ACTION:**

Consideration and possible approval of contract with Motorola Solutions, Inc. for the sale and installation of equipment and software upgrades to the Storey County communication system and for maintenance and support of the upgraded system for a price of $1,795,708.00. That price may change by the time this matter is considered by the Board.

18. **RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSE BOARD**

19. **DISCUSSION/POSSIBLE ACTION:**

Approval of first reading to amend an existing Liquor License for the Union Brewery, 63 N C St., Virginia City, NV 89440 - Requesting to add Dawn Grant

20. **RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS**

21. **DISCUSSION/POSSIBLE ACTION:**

Approval of business license second readings:

A. **Balance Staffing Workforce LLC -** General / 2800 N. Cherryland Ave ~ Stockton, CA
B. **IDRA North America, Inc.-** General / 1510 Ann St ~ Kokomo, IN
C. **Miracle Maids -** Home Business / 829 Pony Express Trail ~ Dayton, NV
D. **Schnabel Foundation Company** - Contractor / 45240 Business Ct. #250 ~ Sterling, VA
E. **Vine Staffing Inc.** - General / 1 E. Liberty St. Ste. 600 ~ Reno, NV

22. **PUBLIC COMMENT (No Action)**

23. **ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA**

NOTICE:

- Anyone interested may request personal notice of the meetings.

- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon which action will be taken on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.
- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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  To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

  (1) mail: U.S. Department of Agriculture
  Office of the Assistant Secretary for Civil Rights
  1400 Independence Avenue, SW
  Washington, D.C. 20250-9410;

  (2) fax: (202) 690-7442; or

  (3) email: program.intake@usda.gov.

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Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Commissioners' Office in writing at PO Box 176, Virginia City, Nevada 89440.

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 12/31/2019; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

By Vanessa Stephens

Vanessa Stephens Clerk-Treasurer

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 01/07/2020 **Estimate of time required:** 5 min.

Agenda: Consent [ ] Regular agenda [X] Public hearing required [ ]

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1. **Title:** Approval of minutes for November 19, 2019

2. **Recommended motion:** Approve minutes as submitted.

3. **Prepared by: Vanessa Stephens**

   Department: Clerk & Treasurer **Telephone: 775 847-0969**

4. **Staff summary:** Minutes are attached.

5. **Supporting materials:** Attached.

6. **Fiscal impact: N/A**

   Funds Available: Fund: ____ Comptroller

7. **Legal review required: N/A**

   ____ District Attorney

8. **Reviewed by**:

   ____ Department Head Department Name: Clerk & Treasurer

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications

   [ ] Denied [ ] Continued

Agenda Item No. 6

STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, NOVEMBER 19 2019 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JAY CARMONA
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

ROLL CALL: Chairman McBride, Vice Chairman Gilman, Commissioner Carmona, County Manager Austin Osborne, Clerk-Treasurer Vanessa Stephens, District Attorney Anne Langer, Sheriff Gerald Antinoro, Project Manager Mike Northan, Labor Relations Manager Jeanne Greene, Consultant Linda Ritter, IT Director James Deane, Recorder Marney Hansen-Martinez, Public Works Director Jason Weizrbicki, Emergency Management Director Joe Curtis, Fire Chief Jeff Nevin, Virginia City Senior Center Director Stacy York, Comptroller Hugh Gallagher, Assistant Comptroller Jennifer McCain, Community Relations Director Cherie Nevin, Administrative Officer/Human Resources Jen Chapman, Fire Marshal Martin Azevedo, Senior Planner Kathy Canfield, St. Mary's Art Center Executive Director A. Perry, Fourth Ward School Executive Director Lara Mather

1. CALL TO ORDER REGULAR MEETING AT 10:00 A.M.
Meeting was called to order by Chairman McBride at 10:00 A.M.

2. PLEDGE OF ALLEGIANCE
Chairman McBride led those present in the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for November 19, 2019.
County Manager Austin Osborne requested item 5 be heard after item 12.
Public Comment: None

Motion: I move to approve Agenda for November 19, 2019, with the changes requested, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

4. CONSENT AGENDA:
I For possible action: approval of claims in the amount of $1,496,828.19.

II For possible action, approval of business license first readings:

A. **Advanced Powder Coating & Sandblast -** General / 1203 Industrial Way ~ Sparks, NV
B. **Advanced Vacuum Services Inc.–** Contractor / 5174 W Base Road ~ Greensburg, IN
C. **Anchor Door Installs, LLC –** Contractor / 945 Spice Island Dr. Ste. C ~ Sparks, NV
D. **G&S Enterprises** – Contractor / 11595 Lemmon Dr. ~ Reno, NV
E. **Home Depot U.S.A, Inc.**– Contractor / 2455 Paces Ferry Rd. ~ Atlanta, GA
F. **Kennametal, Inc.** – General / 347 N. Taylor St. ~ Fallon, NV
G. **Oasis Air Conditioning & Heating –** Contractor / 1931 Grimes Street ~ Fallon, NV
H. **Rogers Machinery Company, Inc.** – General / 14650 SW 72nd Ave ~ Portland, OR
W&W Steel Erectors, LLC – Contractor / 1730 W. Reno ~ Oklahoma City, OK

Public Comment: None

Motion: I move to approve the Consent Agenda for November 19, 2019, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

Chairman McBride called for recess in order to re-set the recording system.
Meeting reconvened at 10:01AM

5. DISCUSSION ONLY (No Action – No Public Comment): Committee/Staff Reports moved after item 12

6. BOARD COMMENT (No Action – No Public Comment)
Chairman McBride:

- The County's PR firm has teamed up with the Travel Channel that recently aired a program with the "ten best places to celebrate Christmas" – Virginia City is one of the top ten in the nation.
- There was a great turnout for the Veteran's Day celebration with great weather and visitors from all over. Katie Demuth did a great job organizing the parade.
- Mel Quinneman, an ex-building official – long-time employee with Storey County, passed away.
- Long-time resident, a gentleman and great craftsman, Dick Wellhouse, passed away yesterday.

7. DISCUSSION/POSSIBLE ACTION: Authorize the County Manager to approve a contract with Linda Ritter Consulting not to exceed $20,000 to develop a county-wide and organizational strategic plan commencing in fall of 2019.
Austin Osborne explained the Strategic Plan is essentially a Master Plan on how the County interfaces and provides services for the residents and businesses. The thought is to have someone with experience work on developing a Strategic Plan. Ms. Ritter has 35 years of experience in strategic planning, working in local government and planning. Ms. Ritter worked with Storey County on the process of choosing a County Manager. This contract is not for Ms. Ritter to do the strategic plan, but for the plan to be an interaction with staff, community, and leaders – and to provide technical expertise. The contract is for a "not to exceed" amount. This should be a 6 to 9 month process beginning at the December 3rd Commission meeting.

Ms. Ritter gave a presentation explaining what a strategic plan is and how the strategic plan will be developed. This would include what kind of a result is being looked for. The strategic plan:

- Will be a tool in budgeting.
- Allows communities to establish what is important to them.
- Provides public insight into what drives County decisions.
- Provides transparency with resource allocations and results.

The plan will start with a mission and vision. This will start with goals in order to meet the mission and vision. There will be a measurement of results.

A department scorecard will be developed taking the budget and defining what people are needed to do the work, and the processes required to create the plan results.

Ms. Ritter explained after the plan is complete, implementation starts. Initiative and strategy are part of this plan. Ms. Ritter reviewed how and what can be done to achieve the goals of the plan.

The planning process includes "mission and vision statements" which will be put out to the public for review. The public can provide feedback as to what is important to them - to be brought back to the Board for a workshop, then create goals, and approval.

Phase two is implementation process - developing performance measurements. Public input will be taken and then submitted for Board approval.

In Initiative - public workshops will be important. Initiatives will be put together and brought to the Board. Initiatives are tied to budget.

Ms. Ritter reviewed Department Scorecards - a management tool that weighs heavily in the budget process.

Ms. Ritter discussed the schedule for the Strategic Plan process with an anticipated completion date of July.

Vice Chairman Gilman commented that one of the most important projects for the County should be the capital improvement fund (CIP). How does this process interface with public meetings?

Ms. Ritter: These should be done at the same time.

Vice Chairman Gilman: Asked Mr. Osborne if the CIP and Strategic Plan can be coordinated at the same time, or would it be two separate processes.

Mr. Osborne: They would work "hand in hand". The Board will set the direction and policy (of the Plan) - then take it to the five communities and the County departments to see what they want, what is needed, what is able to be done and when. For example, building a Community Center in the Highlands - when would it be built? If it were two years, a certain amount would be budgeted each year up to that point. Funds would be in reserve (until it was built) so that it would not be spent on something else. Projects could be years in the future, but budgeted for ahead of time.

Chairman McBride: A Strategic Plan has been talked about for years. It's time to follow through.

Public Comment: None

Motion: Based on the recommendation by staff, I Lance Gilman, authorize the County Manager, to approve a contract for Linda Ritter Consulting, not to exceed $20,000, to develop a county-wide and organizational strategic plan commencing in the fall of 2019, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

8. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of second reading of Ordinance 19-302 establishing the position of Director of Security/Bailiff in the government of Storey County.
Jeanne Greene, Labor Relations Manager explained after completing the job description and Ordinance, the next step is approval from POST (Peace Officers Standards Training Commission). A new law-enforcement agency – the Security Department - must be established in the County. POST had a couple of recommended minor changes to the job description, which have been made.

Public Comment: None

Motion: I, Lance Gilman, move to approve the second reading of Ordinance 19-302, addressing the amendments that have been made to the contract since the first reading, an Ordinance adding a new chapter to Title 2 of the Storey County Code creating the position of Director of Security/Bailiff and establishing the duties of that position, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

9. DISCUSSION/POSSIBLE ACTION: Approval of a successor franchise agreement to the 2009 franchise agreement between Storey County and Waste Management, Inc. (dba "Storey County Sanitation") for the collection of solid waste, except within the boundaries of the Canyon General Improvement District where a separate franchise agreement for solid waste collection already exists.

Gilman recused himself from the discussion and vote on this item.

Mr. Osborne: A workshop was held at the last meeting to receive public comment regarding a new franchise agreement with Waste Management. The current agreement expires November 30th. He reviewed franchise agreements in Sparks, Reno, Washoe, Carson, Lyon County, and others. Mr. Osborne reviewed a list of what is common in most agreements, including mandatory service, the types of services provided, and the terms.
The goals of the recent negotiations were:

- Low residential and local business rates
- Zero percent fee for Storey County School District
- Non-mandatory, which is in the draft agreement
- Recycling center at Virginia City Highlands and Virginia City transfer station, services at Lockwood landfill, and Dayton transfer station
- Customer service
- 8% franchise fee
- Free-market recycling
- Bid recycling

- Simple recycling process
- Short-term agreement

Some of the challenges were:

- Small (customer) pool compared to larger jurisdictions
- Non-mandatory - Storey County wants to allows residents and businesses their choice to "self-haul" or be a rate payer

The compromise with non-mandatory service means rates will be adjusted accordingly and the trash provider needs to find another revenue source. This gets into recycling. Free market recycling has been desired in the County. After a lot of work, the language in the agreement is free market. At TRI there is a recycle area where a company pays for someone to take the loose material away - this is subject to the franchise in this draft (agreement), similar to what Reno and Carson City do. If someone wants to provide legitimate recyclable services - they can go to any company in TRI and anywhere in the rest of the County - at no cost, they can put containers for recyclables which the company will pick up. If someone wants to charge a company in TRI for a bin to take recyclables away - that would not be allowed. This is exclusive to the franchise. Mr. Osborne commented that a lot of research and review has been done and he believes this a free market in authentic recycling.

Mr. Osborne recommends a short-term agreement of five years to ensure the County and the franchisee are comfortable with the agreement. He believes the agreement provides lower rates, better services, and simple recycling. Simple recycling manner is plastics that are cleaned and managed in a 95% clean manner. There are no over-head costs provided with recycling services. Currently in TRI, (companies) generating trash will separate it and have companies take away recyclable materials. Some of the bigger companies move their own recyclables to California where recycling occurs at better rates than Nevada - that will be allowed to occur under the new agreement. As long as the can is not being paid for - that's the rule.

Lockwood access is added to this agreement - where Waste Management will be allowed bring their large trucks in to use the turn-around area into Canyon Way East (Upper Bench Road). The senior community will be able to have regular front door service as before. The County will build the turn-around area at its cost.

The agreement allows the Lockwood-Canyon GID to join the agreement if they choose. Terms would be negotiated. They do not have too, but it is open to them.

Senior and senior-low-income discounts up to 25% will be offered. An "ombudsman" will be available to address concerns, as well as a website, hotline, and local person all required under this agreement.

Mr. Osborne believes this agreement meets all of the objectives of what the Board and the community want. Several recyclers are also comfortable with the described recycling.

Public Comment:

Kenneth Chang, attorney, representing Green Solutions Recycling: Asked that the item be continued to allow more time to discuss and work on the agreement. This agreement grants a monopoly to Waste Management without putting it to bid to other recyclers. Mr. Chang explained the Green Solutions litigation against Waste Management regarding the recycling issue. Mr. Chang asked why

this item wasn't open to a competitive bid. His client will be put out of business in Storey County under this agreement.

Nicole Barde, Storey County resident: Doesn't understand the logic of "free market" where the County has chosen a winner, and a business can't choose who it uses and is limiting other providers what it charge for.

Mr. Osborne: Discussed a power company as an example of regulated agreement. There are a lot of people wanting to provide service in TRI. No one wants to provide service in the Highlands, Virginia City, and perhaps Mark Twain. There's a franchise agreement, a monopoly if you want to call it - but it will be negotiated where service is provided to all areas, including the ones that are not as lucrative. Transfer stations, discounts, a negotiated-down rate, and an agreement with all the benefits comes with the franchisee getting the benefit on the other side.

Mr. Osborne explained the "free market" relating to recycling.

Ms. Barde commented that the prior speaker's client "going out of business" is a chilling effect of what powerful entities can do to smaller businesses. She suggested waiting for rulings on possible court cases regarding this or to have a provision to revisit this one piece of the agreement.

Mr. Osborne asked what would we do if didn't have an agreement to provide services that wouldn't otherwise be provided? If it was total free market - we may not have a trash can in front of our homes.

Ms. Barde: Understands the difficulty in getting (to certain areas) and having a contract for as small as (the area) is, is great. For the area of business that has other options in a place and isn't difficult to get to, that area could be good for true capitalism and free market. The rest of us are thankful for the agreement.

Mr. Osborne: Under this (agreement), any company that wants to come get material for recycling, can

Mike Draper, Argenta Partners also represents Green Solutions: Similar conversations have been held with Washoe County and Reno-Sparks. In those contracts, the commercial side of recycling was left out, including C and D (construction and debris) waste. Providing recycling and the best deal for residents are the purpose of this agreement. A franchise agreement is an antiquated model to enter into. It would be easy to put this out to bid and get the same bid, or better. Waste Management is the only one doing waste pickup in the area because of the franchise agreement model. There are others that could provide similar services.

Mr. Draper explained how Green Solutions works. He also argued how one company currently operating in the County with 20 clients could be put out of business. These things need to be considered. All parties could be "invited to the table" to come up with a good solution.

Nate Lance, Rubbish Runners: Explained it's impossible for his (recycling) company not to charge. They work with customers to "source separate" to insure what goes into bins is recyclable. They work with a company that would service all of Storey County. They weren't able to do it because it

was not put out to bid. Mr. Lance asked to put this off a bit and let other companies compete. If Waste Management brings the best deal, then go ahead. Construction and debris (C & D) waste is in the agreement - that's not the case in Reno and Sparks. Carson City (landfill) has opened up the ability for them to collect C & D. He requested that (the C & D portion) be left out of the agreement and left open to bid.

Eddy Lorton, on behalf of the recycling companies: Discussed promoting jobs and choice. A choice brings better service to the customers. Waste Management and NRS are the only two that have recycling. He suggested leaving the contract open for recycling. Consider the C & D and recycling. Waste Management got the residential sector - they are just asking for a little piece. He hopes (the County) gets it right in the franchise agreement.

Kris Thompson, TRI Center Project Manager:

- Complimented the County Manager who has worked so hard on this complicated topic.
- It appears there is at least one company in TRI doing recycling, charging a bin fee - it seems to be working for them.
- He does not understand why a recycler would be prevented from charging a bin fee, or another fee.
- Enforcement if someone is putting normal waste in a recycling bin, should not be a problem.
- The recycling portion should be wide open. It's important to the companies, and those coming in. Let (the recycling companies) come in, and let them charge a fee.

Pat Pinjub, general contractor:

- He appreciates the time Mr. Osborne has put into this matter.
- Referring to the Waste Management agreement with Reno, it is worded is such a way that at the end of the day no one else can touch the recycling.
- Carson City put out an RFP and saved thousands of dollars through competition.
- As a general contractor, he bids hundreds of projects. It would be injurious to his business if he did not go out to bid.

Greg Martinelli, Waste Management:

- He has previously reviewed agreement negotiations with the Board. A lot of improvements have been made.
- The agreement brought to the County is global. A franchise provides all of the services at rates established by the Commission, and (Waste Management) cannot vary.
- He explained services and how costs to County are offset by what the County has asked them to provide for free at the landfill and transfer stations.
- They are not trying to capture a lot of the recyclables at TRI - such as manufacturing recycling.
- This agreement is a subscription service - there is no requirement to have this service.
- Mr. Martinelli reviewed what has transpired to get to this current agreement. Negotiations began in April of this year. He addressed the comments made by previous speakers. He also discussed the ruling of the Nevada Supreme Court regarding issues raised.
- Mr. Martinelli is content with the five year contract, but asks the Board to consider eight years. This guarantees flow of fees from franchise agreement.

Commissioner Carmona said he would like to understand why three companies said they would be put out of business.

Mr. Chang clarified the franchise agreement would put Green Solutions out of business in Storey County - not everywhere.

Mr. Lance said they operate in other areas besides Storey County, and they would like to grow their business. They would be put out of business just in Storey County. He explained the need to charge the bin fee due to fluctuating prices. He addressed the construction and demo side - everyone charges for this.

Mr. Draper said the concern with this process is the effect/impact on the businesses that are currently existing. For an agreement this size, a business impact statement should be done. Talk to businesses in and around the County that are using recyclers and figure out the impacts on them. There's value to recycling. This agreement is targeting one company's business model. I could rent a pod, put recyclables in, and have Green Solutions pick it up - but I cannot rent the pod from Green Solutions. It doesn't make sense to not be able to rent a pod from a company. Washoe County and Sparks does this. This should be considered very hard. His company does not offer residential service - they partner with a company (Recology) that would bring in residential service but they have not been given the opportunity.

Commissioner Carmona: Hypothetically-if Recology were to come here, he's sure they would want some sort of security in order to put out the effort to obtain residential business. They would probably want at least some of what's in the Franchise Agreement.

Mr. Draper: Can't speak for them, but that would make sense. Talking about the "free market" - put it out to bid. Maybe someone else would come in on top.

Commissioner Carmona: The issue isn't what Waste Management wants, just that you want to see someone else bid.

Mr. Draper: At the very least. Effectively you are telling a business already doing business here in a positive way, that these guys are coming in whether you like it or not.

Mr. Thompson: It appears that the franchisee specifically negotiated terms to "elbow out" the company that's currently in TRI. What message does this send if 20 companies suddenly get word that they can't do business with "this company" because they're charging a fee - you have to do business with Waste Management. Recology is a major recycling company - what message does it send to them. The Commission should consider tabling this item to the next meeting, understanding that it is after November 30th. The incumbent franchisee should agree or approve the Agreement with the direction to allow recycling companies to charge a fee for services or for bin rental.

Chairman McBride: Has attended all but one negotiation meetings. If we were going to go to RFP, it should have been done a 12 or 18 months ago. Waste Management has bargained in good faith. Since the first meeting, they have said "tell is what you want and we will work with you". We got just about everything we wanted - franchise fee, discounts to seniors, along with all the things pointed out by Mr. Osborne.
Chair McBride said he asked Mr. Martinelli to come back with 5, 8, and 10 year agreements. With the 8 year agreement it looked like he gave the County residents a much lower rate than the current one. Mr. Osborne recommended a 5 year agreement. He agrees with that 1:32

Commissioner Carmona asked what the bin fee is currently for the recyclables
Mr. Lance, 10-50 yards
Mr. Martinelli,

Commissioner Carmona said the County should move forward for now - the benefit to residents and businesses outweighs going out for a request for bid.

Chairman McBride:

Motion: In accordance with the recommendation by staff, I, Jay Carmona, motion to approve a 5-year successor franchise agreement to the 2009 franchise agreement between Storey County and Waste Management, Inc. (dba Storey County Sanitation) for the collection of solid waste in Storey County, except within the boundaries of the Canyon General Improvement District where a separate franchise agreement for solid waste collection already exists,

Mr. Osborne requested clarification of the agreement so the Board and public know what is voted on - the latest draft provided today. This includes a fee chart with handwritten marks that did not get migrated to the final.

On the fee chart:

- The first item 1 - 32 gallon can. It is not a cart.
- Page 4, under transportation fee - the section that says 32 gallon can each - a range 32 gallon to 50 was negotiated. Under 50 gallon can each - a range 50 gallon to 64 gallon was negotiated.

Action: Approve, **Moved by:** Commissioner Carmona, **Seconded by:** Chairman McBride, who referenced today's draft of 11/19/2019, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

10. DISCUSSION/POSSIBLE ACTION: Consideration and Possible Action of Grant of Non-Exclusive Easement for Access and Utilities in a portion of the Electric Avenue Right of Way to Eagle CPT II LLC, 550 Milan, located in McCarran, Storey County, Nevada.
Senior Planner Kathy Canfield presented this request. Several months ago Eagle CPT II LLC, requested and received an easement to utilize a portion of Electric Avenue right-of-way. Since then, they find the need for a little more room for trucks to maneuver. The area requested adds on to the previous easement. Staff recommends approval.

Public Comment: None

Motion: In accordance with the recommendation by staff, I, Lance Gilman, move to approve a Grant of Non-Exclusive Easement for Access and Utilities (2019-048) in a portion of the Electric Avenue right-of-way to Eagle CPT II LLC, 550 Milan, located in McCarran, Storey County, Nevada, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

11. DISCUSSION/POSSIBLE ACTION: Regarding whether to opt out or remain in the Negotiation Class in the *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804 pending in the Unites States District Court for the Northern District of Ohio.

Mark Wenzel, partner with Bradley, Drendel, and Jenney law firm, presented this item. Richard Hy, of Eglet Adams law firm, is also present. The two firms represent a majority of the counties and other entities in Northern Nevada in current State-court litigation against opioid manufacturers and distributors. Throughout the country, approximately 2,600 governmental entities have filed lawsuits against opioid manufacturers and distributors. Over 2,000 of those cases have been removed to a mass district litigation in Ohio where the Judge has ordered other jurisdictions to decide whether to opt into or opt out of the Ohio settlement class. Mr. Wenzel reviewed the reasons his firm has recommended their clients "opt out". Mr. Wenzel discussed the opioid crisis and its effects on local citizens. He also explained why it's important for the County to be involved in the local cases.

Sheriff Antinoro said as bad as the opioid crisis is - this has not been a problem in Storey County. Arrests for possession of opioids and the deaths are not seen in this county. He is not sure we want to make it an issue in Storey County.

Fire Chief Nevin echoed the Sheriff's comments. The opioid crisis has not had an impact on emergency services or responses. He feels any opioid use in the county is by prescription only.

Public Comment: None

Chair McBride: Opting out of the national case doesn't mean were joining in a local case.

District Attorney Langer: Correct.

Mr. Wenzel congratulated the County on not having an opioid crisis as in other local counties. If that does change, he requests being given the opportunity to give a full presentation to the Commission.

Motion: I, Lance Gilman, move to opt out of the Negotiating Class regarding the opioid crisis, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

12. DISCUSSION/POSSIBLE ACTION: Approval of business license second readings:

A. All Out Patio Solutions, LLC - Contractor / 1920 Farm District Rd ~ Fernley, NV
B. Environmental Air Systems, LLC– General / 250 Swathmore Ave ~ High Point, NC
C. Freedom Crane Service Corporation– Contractor / 926 Desert Breeze Way ~ Fernley, NV
D. Golden Bear Construction - Contractor / 2100 Kings Canyon Road ~ Carson City, NV
E. High Desert Electric, Inc.– Contractor / 865 Selkirk Circle ~ Gardnerville, NV
F. Katayama Steel, Y.K. - General / Japan
G. Mettler-Toledo, LLC - General / 1900 Polaris Parkway ~ Columbus, OH
H. Nexius Solutions Inc. - Contractor / 2595 Dallas Parkway Ste. 300 ~ Frisco, TX
I. Red's Fire and Flood - Contractor / 2410 Walnut St. ~ Reno, NV
J. Sideplate Systems, Inc. - General / 25909 Pala Ste. 200 ~ Mission Viejo, CA
K. Summit Millworks, LLC - Contractor / 145 Isidor Ct Ste C ~ Sparks, NV
L. Velex Inc. - Contractor / 2595 Dallas Parkway Ste. 300 ~ Frisco, TX
M. Veolia Es Technical Solutions, LLC - General / 53 State St. ~ Boston, MA
N. Clementine & Huckleberry's - General / 11 N. C Street ~ Virginia City, NV
O. Columbia Rubber LLC - General / 14800 SE 82nd Dr. ~ Clackamas, OR
P. Constanza Cleaning Service - General / 455 E 5th Ave. ~ Sun Valley, NV

Q. Correct Cryogenics Inc. - Contractor / 15698 Boyle Ave ~ Fontana, CA
R. 3D Systems, Inc. - General / 333 Three D Systems Circle ~ Rock hill, SC

Public Comment: None

Motion: I move to approve, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

5. DISCUSSION ONLY (No Action - No Public Comment): Committee/Staff Reports
Sheriff Antinoro:

- Previously the Commission approved an inmate food contract. The company is currently out of service. Until their issues are resolved, the contract will not proceed. The Sheriff will continue with purchasing meals.

Projects Coordinator Mike Northan:

- Plans and specifications are available for the Divide building until the bid opening on December 5. Currently two bidders are on the registry with two other requests for bid extensions. We are inclined to grant that request. So far these are high quality contractors expressing interest in the project.
- The architect is working on addendum 1. Some design considerations need to be worked out which should result in a reduction of the scope of work, with corresponding reduction in bid amounts.

IT Director James Deane:

- Licensing has been purchased to move from current exchange server to Office 365. The target date of the first week of January is being pushed out due to holidays and unavailability of support staff.

St. Mary's Art Center Director A. Perry:

- Thank you to Cherie Nevin for her considerable support of and contributions to St. Mary's Art Center.

Fourth Ward School Executive Director Lara Mather:

- The north and west retaining walls have completely replaced with french drains installed. Both walls had been falling over. Construction was done by Peek Bros. Construction.
- Fourth floor restoration is moving along slowly. Work is being done to keep any snow or water from coming in to the building.
- A lot of work has been done on the south side of the bell tower.
- In order to address additional issues and continue with the restoration - applications will be submitted for the next round of CCCHP grants through the State Historic Preservation Office.
- Due to an increase in vandalism issues, security cameras are needed. A "help us get security cameras" campaign has been started. Letter were sent out and there has been an incredible, generous response. Security cameras will surround the perimeter of the building and in the public areas of the building - protecting the interior and exterior of the building.

Chairman McBride asked how close Ms. Mather is to reaching the goal?

Ms. Mather: They're about half-way there. If need be, when going over the budget in January she will include the amount still needed. Other items may be adjusted in order to get the security cameras. Donation checks continue to come in.

Vice Chairman Gilman asked if the cameras will record and store for a period of time.

Ms. Mather: The cameras will record for 30 days, allowing time, if there is an issue, to review the cameras.

Ms. Mather described the proposed locations of the cameras and monitors.

Senior Center Director Stacy York:

- Mark Twain resident and World War II veteran, Robert Lloyd, passed away.
- The craft fair is set for December 7 and 8.
- The 2020 Ladies of the Comstock Calendar is on sale - $15 each.
- A transportation coordinator was hired in January who serves about 51 clients. She has logged about 18,000 miles through October of this year.

Fire Marshal Martin Azevedo:

- A new building inspector has been hired. He will handle mostly nuisances.
- Work on the Delta Saloon is currently on hold while issues are worked out with insurance companies. The owner is attempting to get things done.
- With Christmas on the Comstock coming up, better partitions are being looked to replace the fencing in front of the Delta.
- The owner of the Delta indicated he would take care of the construction trash on Union Street.
- There have been some incidences with large industrial ovens at Tesla. Tesla will be installing fire systems in the ovens. In addition, the County is requesting the installation of a fire loop (hydrants) in the area behind Tesla where approximately 200 truck trailers are stored. Tesla has been great to work, they understand the situations, and are getting the work done.

Director of Emergency Management Joe Curtis:

- The County recently participated in a statewide "terrorist oriented" exercise directed at interruption of the County's water source. The exercise primarily looked at Public Works and tested personnel response and how the situation would be addressed. It went pretty well, with a few areas of concern in need of training. Mr. Curtis reviewed the various areas of personnel that would need additional training.
- Position-specific training will be addressed in the future.

Mr. Curtis discussed working in Emergency Management with Cherie Nevin and the successes and great job she has done along with the huge impact on emergency management in the County.

Administrative Officer/Human Resources Jen Chapman:

- Reviewing County real property to make sure everything is insured as the insurance renewal is coming up.
- Job description analysis is continuing. This works into FSLA changes effective January 1st.
- Updates will be on-line.

Planner Kathy Canfield:

- Reminder - this is Flood Awareness Week. Events are being held in Reno and elsewhere.
- It looks like FEMA is going to change the way they do flood insurance.
- Title 17 updates will be discussed at the December Planning Commission meeting.
- Thank you to Public Works for their work on the new Planning office.

Comptroller's Office Hugh Gallagher and Jennifer McCain:

- Mr. Gallagher said the outside auditor has advised they may need an extension for the audit due to the migration from the old system into the new system. I do not anticipate it will be a long extension. The auditors are happy with the new system.
- Ms. McCain commented that being one of the first counties on the system, we were finding the "bugs" in certain portions - particularly between PERS and the Tyler system. Currently, things are being reported correctly. We are moving forward in clearing up issues that an auditor would have found in any system. The auditor finds the Tyler system to be very user-friendly.

Chairman McBride asked if the auditors had to acquire the same software?

Ms. McCain: (The auditor) gets user logins, like any other employee. His login is "read only".

Fire Chief Jeff Nevin:

- Open burning permits are still available for the areas of Mark Twain and Painted Rock.
- The vegetation pile is still at the Highlands Fire Station. Building materials are not to be dumped at the pile - vegetation only.
- Two firefighter/paramedics successfully graduated from Hazardous Materials Technician training.
- Congratulations to Virginia City High School volleyball team for capturing the State 1-A title. First time in 33 years.

District Attorney Anne Langer:

- Pursuant to changes in laws passed by the Legislature, the District Attorney and the Sheriff are developing an in-house program for deputies for two hours of training once-a-month in order to keep up with new laws and up-dates. Misdemeanor crimes are increasing as evidenced by arrests.
- Ms. Langer agrees with the Sheriff that there is not an opioid crisis in the County. There is a large senior group who are being watched-out for by neighbors and the Sheriff's Office. She is pleased that (the County) is not having the over-dose problems experienced in other areas.
- It has been a pleasure to work with Cherie Nevin, who has worn so many hats for the County.

County Manager Austin Osborne:

- Update on Public Records Requests:
    1. One of the largest requests has come in involving Community Development, Public Works, County Manager's office, and IT Department. This request will take tremendous resources to fulfill. We are working with the IT Director to determine the scope and the timeline.
    2. Thank you to Jen Chapman who is looking at new ways to address these sort of things.
    3. The Virginia City cell tower is still "clogged" in Section 106 beauracrucy. Updates will be given every couple of weeks.

4. The next Town Hall – informal County Manager meeting with the County team – will be at the Roasting House, December 5th, 9 AM.

Recorder Marney Hansen-Martinez:

- There will be a $2 fee increase effective January 1st for most documents – a result of SB20 passed in the last Legislative session. The new fee schedule is on-line.

Community Relations Director Cherie Nevin:

- Talked about her decision to resign her Storey County position and move to another State, thanking the County for its support in her decision to pursue a new career.

Mr. Osborne:

- Has worked with Cherie for 20 years. Her "wearing of many hats" is an understatement. It will take several people to replace Cherie in everything she does – and has done so well - for the County. Her predecessors will be able to walk in to a completely "plug and play program".
- Mr. Osborne reviewed the many projects that Cherie has worked on and thanked her for all she has done. She has offered to assist in any way with the transition to someone new.
- Congratulations to Cherie on her new position.

Chairman McBride:

- There will always be a door open in Storey County for Cherie.

13. PUBLIC COMMENT (No Action)

None

14. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA

The meeting was adjourned by the Chair at 1:23 PM

Respectfully submitted,

By: Vanessa Stephens

Vanessa Stephens Clerk-Treasurer

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 01/07/2020 **Estimate of time required:** 5 min.

Agenda: Consent [ ] Regular agenda [X] Public hearing required [ ]

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1. **Title:** Approval of minutes for December 3, 2019

2. **Recommended motion:** Approve minutes as submitted.

3. **Prepared by: Vanessa Stephens**

   Department: Clerk & Treasurer **Telephone: 775 847-0969**

4. **Staff summary:** Minutes are attached.

5. **Supporting materials:** Attached.

6. **Fiscal impact: N/A**

   Funds Available: Fund: ____ Comptroller

7. **Legal review required: N/A**

   ____ District Attorney

8. **Reviewed by:**

   ____ Department Head Department Name: Clerk & Treasurer

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications
   [ ] Denied [ ] Continued

Agenda Item No. 7

STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

DECEMBER 3, 2019 10:00 A.M.

DISTRICT COURTROOM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MEETING MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JACK MCGUFFEY
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

ROLL CALL: Chairman McBride, Vice Chairman Gilman (arrived at 10:10 AM), Commissioner Carmona, County Manager Austin Osborne, Clerk & Treasurer Vanessa Stephens, Communications Director Dave Ballard, Tourism Director Deny Dotson, Public Works Director Jason Weizrbicki, Water/Sewer Project Manager Mike Nevin, Comptroller Hugh Gallagher, Deputy District Attorney Keith Loomis, Recorder Marney Hansen-Martinez, Assessor Jana Seddon, IT Director James Deane, Consultant Linda Ritter, Administrative Office Jen Chapman, Jeanne Greene, Fire Chief Jeff Nevin, Operations/Projects Coordinator Mike Northan, Senior Planner Kathy Canfield, Assistant Comptroller Jennifer Chapman

1. CALL TO ORDER MEETING AT 10:00 A.M.
Meeting was called to order by Chairman McBride at 9:00 A.M.

2. PLEDGE OF ALLEGIANCE
Chairman McBride led those present in the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for December 3, 2019.
County Manager Austin Osborne requested item 8 be continued to January 7, 2020.

Public Comment: None

Motion: Approve Agenda for December 3, 2019, with item 8 continued to January 7, 2020, **Action:** Approve, **Moved by:** Commissioner Carmona, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

4. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for November 5, 2019

Public Comment: None

Motion: I make a motion to Approve Minutes for November 5, 2019, **Action:** Approve, **Moved by:** Commissioner Carmona, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

5. CONSENT AGENDA

I. For possible action, approval of claims in the amount of $887,518.98

II. For possible action, approval of business license first readings:

A. **Demar Specialties LLC** - Contractor / 2423 Finchwood Landing Ln. ~ Manteca, CA
B. **Genesis Ironworks, LLC**- Contractor / 6505 Reno Hwy ~ Fallon, NV
C. **MTU America Inc.** - General / 39525 Mackenzie Dr. ~ Novi, MI
D. **Primary Integration Solutions, Inc.** - General / 8180 Greensboro Dr. #700 ~ McLean, VA
E. **Virginia City Tours (DBA)** - Transportation / 27 N. C St. ~ Virginia City, NV

Motion: I make a motion to approve the Consent Agenda, **Action:** Approve, **Moved by:** Commissioner Carmona, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

6. DISCUSSION ONLY (No Action - Public Comment): Committee/Staff Reports

Assessor Jana Seddon:

- The Assessor's Office has been working through issues in the new software which went live in July.
- A major issue is with the Tax Roll. Assessment notices will be going out by December 18th.
- The notices used to be in a card form - now they will be letter size, folded, and in an envelope.
- Residents should review their assessment notices to insure information is correct. Information from "retired parcels" may be included, not just current owners. Call the Assessor's Office with any questions or concerns.
- Business/personal property tax billing will not happen until January.

Operations/Project Coordinator Mike Northan:

- Addendum #1 has been released on the Divide building project. The bid date has been moved to December 19 in response to several contractors requesting an extension. There are now seven general contractor plan holders, which should bring competitive bidding.
- All plans and specs are complete for the Sharon House steps and will soon go out to bid for spring construction.
- We're ready to move forward with the Black & Howell building design.
- The steps at Pipers Cottage have been deteriorating and are not code compliant. A design solution is being drawn up.
- Basic drawings for the Highlands Community Center are 80% complete. Stakeholder approval and inspection of existing utilities are needed. A project timeline will be developed. A decision will be made on whether to do the work "in-house" or put it out to bid.
- Mr. Northan reviewed new "prevailing wage laws" which would affect the bidding process on construction projects with a $100,000 total cost threshold. If the County has a project even close to this cost, it would be prudent to bid such jobs as "prevailing wage jobs" due to compliance enforcement requirements placed on contractors. He reviewed the oversight steps that will be required. This will mean more County man-hours will be spent on these activities. Violations of these requirements will mean additional, onerous fines.

- Mr. Northan will study these laws which will affect all County projects.

Fire Chief Jeff Nevin:

- They received updated insurance rating from ISO (3) - it stayed the same. It will be available to anyone who needs it for their ratings.
- A controlled burn is being conducted at the old dump site in Six Mile Canyon. Smoke may be seen.

Deputy John Michael Mendoza:

- They are keeping an eye on the river due to the inclimate weather. There has been an increase in accidents also due to weather.

Recorder Marney Hansen-Martinez:

- Reminder - document recording fees will increase by $2 on January 1st. A full fee schedule is posted in the Recorder's Office and on-line.

Communications Director Dave Ballard:

- In regards to the ISO ratings, Communications received the maximum allowed.
- In 2014 there were 6 full-time, along with some part-time, Communication Specialists. There are now 8. This sped up call processing.
- The phone has also been updated with the next generation phone system.

Water/Sewer Project Manager Mike Nevin:

- Contracted with NOVA Geo-technical firm to provide a geo-technical evaluation of the hillside tank site and surrounding area before future drawings are done.
- Comstock Historic District Commission approval has been received for the view-shed look and the color schemes for the tank and retaining wall.
- Bid opening was last week for the procurement part of the Gold Hill Sewer Plant project. Basically for the equipment. Due to weather and extenuating circumstances, two bids were received after the deadline. A legal notice will have to be published stating that the bids were received late, and providing a seven day period for additional bids to be submitted.
- Hopefully approval of award of a contract will be on calendar in early January. This will not hold up progress of the project.

Deputy District Attorney Keith Loomis:

- An old bankruptcy case has come up regarding a property in TRIC - the Treasurer's office has conducted a tax sale of this property. Due to the bankruptcy, this may have violated the automatic stay rule. A meeting was held with the bankruptcy trustee. A resolution to this issue is being worked on.

County Manager Austin Osborne:

- "Coffee with the County" will be held December 5th at the Roasting House at 9AM, to discuss matters affecting C Street or any other area in the County - whatever is important to those who attend.
- County Christmas Party will be December 13th at St. Mary's Art Center.
- Commissioner Carmona is hosting a Christmas Party on December 5th.

- Department heads are discussing a Capital Improvement Plan. Currently it is a list of every potential thing that could become a reality, or not. This will be narrowed down to a CIP – a lot of which will coincide with the Strategic Plan.
- The final review has been done of the Peri Ranch Road easement. It will be sent to the Lockwood LLC for their review and brought back to this Board to consider.
- The turn-around at Canyon Way East is being looked at in order to accommodate Waste Management trucks.

7. BOARD COMMENT (No Action – Public Comment)
Commissioner Carmona:

- Thanks to Public Works for the great job removing snow.
- Thursday, December 5th, is the pot-luck party at the Bonanza.

8. DISCUSSION/POSSIBLE ACTION: Approval of resolution 19-561 honoring Charles and Candice Pitts with the Sugarloaf Mountain Motel and Market as the 2019 Storey County Business of the Year.

Continued to January 7, 2020

9. DISCUSSION/POSSIBLE ACTION: Approval of Bill No. 114, the first reading of Ordinance No. 19-303, an ordinance amending Storey County Code chapter 15.04 Building and Construction, to adopt amendments to the 2018 International Wildland Urban Interface Code, amending chapter 15.08.060 Appeal from decisions, and providing for other properly related matters.

Deputy District Attorney Keith Loomis: This is a housekeeping item. When Ordinance 19-303 was approved in 2018, two pages were inadvertently left out of the packet for the 2nd reading. This was brought to the County's attention by the codifiers. This Ordinance will correct that issue.

Public Comment: None

Motion: I move to approve the first reading of Bill No. 114, Ordinance No. 19-303, **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

Mr. Loomis read the title: An Ordinance amending Storey County Code, chapter 15.04 Building and Construction, to adopt amendments to the 2018 International Wildland Urban Interface Code, amending chapter 15.08.060 Appeal from decisions, and providing for other properly related matters.

10. DISCUSSION/POSSIBLE ACTION: Public Workshop kicking off Phase I of the Storey County Strategic Plan including developing key components of a vision and mission statement and perspectives (broad areas of focus), and action to direct staff to prepare proposed mission and vision statements and perspectives for possible action at a second workshop on January 21, 2020.

Linda Ritter, Linda Ritter Consulting, explained the process of developing a vision and mission statement for the proposed Strategic Plan. Ms. Ritter reviewed with a power point presentation. She will ask for key components and will present examples. Ms. Ritter will work with staff to develop possible vison and mission statements. After public input, those statements will be brought back to

the Board.

The Mission Statement has to answer three questions: What do we do, for whom, and how do we do it? Ms. Ritter gave examples (from other companies and entities) used in order to come up with key components.

Ms. Ritter requested, and received, input from the Board and members of the audience, creating a list of customers - including residents, employees, seniors, visitors, and businesses, among others.

Next, Ms. Ritter asked what kind of results are being looked for. Suggestions included: efficient way to provide services; pro-active response to County challenges to protect health, welfare, and safety of residents; and especially effective communication when it comes to police and fire services - all equipment needs to be updated; websites need to be enhanced especially in terms of safety and alerts in emergencies.

What is the role/interface with the business community? Are there any goals for the industrial park that should be in the plan.

Chairman McBride commented there is good interface through the tourism department. With business owners there would be up-keep of sidewalks, etc. Parking is also an issue - for County employees and for visitors. The growth of the industrial park increases the health of the County - not many services are required - at the same time, they are at the top when it comes to being rate-payers. Growth there is encouraged. As more motel/hotel complexes are built, they contribute to the tax base.

Mr. Osborne said (the County) makes a big deal of keeping companies in the County and being responsive to their needs.

Ms. Ritter asked about the role/interface with the smaller, residential communities.

Chairman McBride pointed out there are four distinct communities. Virginia City/Gold Hill is really the only area with commercial use. Commercial is a very limited amount in Lockwood.

Ms. Ritter explained components of the Master Plan will be combined the Strategic Plan.

Vice Chairman Gilman pointed out the challenge of dealing with more than one type of community - there are a variety of communities. The Highlands is a private community - the County does not have a lot of jurisdiction there and private communities offer a different challenge.

Ms. Ritter asked if there are any recreational services seen in the future.

Vice Chairman Gilman said supplying more public use facilities - playground equipment, after-school programs and such.

Chairman McBride mentioned a problem in the County is youth retention. There's not a lot to keep young people in Storey County.

Vice Chairman Gilman suggested that is changing with a lot of the businesses in TRI looking for young people.

Commissioner Carmona commented that due to the layout of the County, transportation is an issue, especially with school children.

Ms. Ritter asked if there was "cross-community" activities for children - is it desired?

Commissioner Carmona thinks it is desired. The basic issue is getting kids to and from after school activities.

Ms. Ritter: Staying a rural community has to be part of the plan.

Mr. Osborne explained that the Master Plan addresses maintaining a small community lifestyle - part of that brought up today, is the government providing services and "staying out of your hair".

Vice Chair Gilman said the County workshop plan is important. There will be different answers from each of the communities. These workshops will shed light on what's involved - it's hard to be independent.

Ms. Ritter: Independence of the communities is important. As well as development and growth of small businesses.

Comments were made by members of the audience. The high proportion of veterans in the County was mentioned.

Ms. Ritter said she will work with staff to develop Mission and Vision statements which will be posted. These will be brought back to Board for approval. As goals are developed, the Board will be asked to approve.

Commissioner Carmona said he was asked to question whether or not the Strategic Plan would include re-branding of the County Seal.

Ms. Ritter: When talking to people, if that's something that is desired, that can be done. There are several processes to do that.

Mr. Osborne: Maybe that should be looked at. Some departments have talked about doing a "department seal". Ultimately if the public and the Board want to look in that direction, that could be discussed.

11. DISCUSSION/POSSIBLE ACTION: Approval of business license second readings:

A. Advanced Powder Coating & Sandblast - General / 1203 Industrial Way ~ Sparks, NV
B. Advanced Vacuum Services Inc.- Contractor / 5174 W Base Road ~ Greensburg, IN
C. Anchor Door Installs, LLC - Contractor / 945 Spice Island Dr. Ste. C ~ Sparks, NV
D. G&S Enterprises - Contractor / 11595 Lemmon Dr. ~ Reno, NV
E. Home Depot U.S.A, Inc.- Contractor / 2455 Paces Ferry Rd. ~ Atlanta, GA
F. Kennametal, Inc. - General / 347 N. Taylor St. ~ Fallon, NV

G. Oasis Air Conditioning & Heating – Contractor / 1931 Grimes Street ~ Fallon, NV
H. Rogers Machinery Company, Inc. – General / 14650 SW 72nd Ave ~ Portland, OR
I. **W&W Steel Erectors, LLC** – Contractor / 1730 W. Reno ~ Oklahoma City, OK

On behalf of Community Development, Mr. Osborne recommends approval of items A. through I.

Public Comment: None

Motion: I move to approve Items A. through I., **Action:** Approve, **Moved by:** Vice Chairman Gilman, **Seconded by:** Commissioner Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

12. PUBLIC COMMENT (No Action) None

13. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA
Chairman McBride adjourned the meeting at 11:15 AM

Respectfully submitted,

By: Vanessa Stephens
Vanessa Stephens Clerk-Treasurer

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 01/07/2020 **Estimate of time required:** 5 min.

Agenda: Consent [ ] Regular agenda [X] Public hearing required [ ]

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1. **Title:** Approval of minutes for December 4, 2019

2. **Recommended motion:** Approve minutes as submitted.

3. **Prepared by: Vanessa Stephens**

   Department: Clerk & Treasurer **Telephone: 775 847-0969**

4. **Staff summary:** Minutes are attached.

5. **Supporting materials:** Attached.

6. **Fiscal impact: N/A**

   Funds Available: Fund: ____ Comptroller

7. **Legal review required: N/A**

   ____ District Attorney

8. **Reviewed by:**

   (VD) Department Head Department Name: Clerk & Treasurer

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications
   [ ] Denied [ ] Continued

Agenda Item No. 8

STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

12/04/2019 8:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

SPECIAL MEETING MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JAY CARMONA
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman McBride, Commissioner Carmona, District Attorney Anne Langer, Clerk & Treasurer Vanessa Stephens, County Manager Austin Osborne, Sheriff Gerald Antinoro, Comptroller Hugh Gallagher, Assistant Comptroller Jennifer McCain and POOL/PACT Attorney Bret South.

Absent: Vice-Chairman Gilman

1. **CALL TO ORDER REGULAR MEETING AT 8:00 A.M.**
   Meeting was called to order by the Chair at 8:00am

2. **PLEDGE OF ALLEGIANCE**
   Chairman McBride led those present in the Pledge of Allegiance

3. **DISCUSSION/POSSIBLE ACTION:**

   Approval of the Agenda for December 4, 2019.

   No changes were made to the Agenda.

   Motion: I move to approve the Special Agenda for December 4, 2019, **Action:** Approve, **Moved by:** Commissioner Carmona, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, (Summary: Yes=2)

4. **DISCUSSION ONLY (No Action - No Public Comment): Committee/Staff Reports**

None

5. **BOARD COMMENT (No Action - No Public Comment)**

None

6. **DISCUSSION/POSSIBLE ACTION:**

Approval of proposed settlement agreement in the case of Melanie Keener v. Gerald Antinoro and Storey County Case No2:17-cv-00498-RCJ-VPC pending in the United States District Court for the District of Nevada.

Chairman McBride stated that he attended the litigation, he believes it is in the best interest of Storey County to settle the case now. Bret South and Sheriff Antinoro were present at the negotiations as well.

The terms of the settlement are laid out in the agreement. It was agreed that it is best to expedite the process.

Motion: I move to approve the proposed settlement agreement in the case of Melanie Keener v. Gerald Antinoro and Storey County Case No2:17-cv-00498-RCJ-VPC pending in the United States District Court for the District of Nevada, **Action:** Approve, **Moved by:** Commissioner Carmona, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, (Summary: Yes=2)

7. **PUBLIC COMMENT (No Action)**

Sheriff Antinoro addressed the security concerns at the Courthouse.

8. **ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA**
Chairman McBride adjourned the meeting at 8:07am

Respectfully submitted,

By Vanessa Stephens
Vanessa Stephens Clerk-Treasurer

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 01/07/2020 **Estimate of time required:** 0 min

Agenda: Consent [x] Regular agenda [] Public hearing required [ ]

For possible action, approval of claims in the amount of $1,236,184.24

2. **Recommended motion:** Approval of claims as submitted.

3. **Prepared by: V Stephens**

Department: Clerk/Treasurer **Telephone: 775 847-0969**

4. **Staff summary:** Please find attached the claims

5. Supporting materials: Attached

6. **Fiscal impact:**

Funds Available: NA Fund: NA __NA__ Comptroller

7. **Legal review required:**

_NA_ District Attorney

8. **Reviewed by:**

(K) Department Head Department Name: Comptroller

____ County Manager Other agency review: _____

9. **Board action:**

[ ] Approved [ ] Approved with Modifications
[ ] Denied [ ] Continued

Agenda Item No. 9I

Vendor History Report

By Vendor Name

Posting Date Range -

Payment Date Range 12/27/2019 - 12/27/2019

Payable Number / Item Description	Description / Units	Price	Post Date / Amount	1099 / Account Number	Payment Number / Account Name	Payment Date / Dist Amount	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors												
405424 - Optum Bank, Member FDIC							**11,353.68**	**0.00**	**0.00**	**0.00**	**11,353.68**	**11,353.68**
INV0008636	HSA Contributions		12/27/2019		DFT0000408	12/27/2019	11,353.68	0.00	0.00	0.00	11,353.68	11,353.68
HSA Contributions	0.00	0.00	11,353.68	001-29506-000		Insurances		8,663.68				
				020-29506-000		Rds-Ins		290.00				
				090-29506-000		Wtr-Ins		51.66				
				130-29506-000		Swr-Ins		18.34				
				230-29506-000		VCTC-Ins		345.00				
				231-29506-000		Pipers-Ins		70.00				
				250-29506-000		Fire-Ins		1,915.00				
					Vendors: (1)	**Total 01 - Storey County Vendors:**	**11,353.68**	**0.00**	**0.00**	**0.00**	**11,353.68**	**11,353.68**
					Vendors: (1)	**Report Total:**	**11,353.68**	**0.00**	**0.00**	**0.00**	**11,353.68**	**11,353.68**

Check Register

Packet: APPKT01461 - 2019-12-27 PR Payments cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP	Bank					
405456	Public Employees Retirement	12/27/2019	EFT	0.00	118,252.05	10068
404869	SCSO EMPLOYEES ASSOCIATIO	12/27/2019	EFT	0.00	502.00	10069
300007	USAA 529 College Savings Plans	12/27/2019	EFT	0.00	50.00	10070
300003	AFLAC	12/27/2019	Regular	0.00	1,226.50	98080
300008	AFSCME Union	12/27/2019	Regular	0.00	606.93	98081
405519	Cigna Health and Life Insurance Com	12/27/2019	Regular	0.00	6,537.36	98082
300001	Colonial LIfe & Accident	12/27/2019	Regular	0.00	111.69	98083
404704	DVM INSURANCE AGENCY	12/27/2019	Regular	0.00	114.52	98084
405264	FIDELITY SEC LIFE INS CO	12/27/2019	Regular	0.00	74.05	98085
300011	Nevada State Treasurer	12/27/2019	Regular	0.00	4.00	98086
103233	PUBLIC EMPLY RETIREMENT SYSTEN	12/27/2019	Regular	0.00	46.66	98087
300010	State Collection & Disbursement Un	12/27/2019	Regular	0.00	197.70	98088
300006	Storey Co Fire Fighters Assoc	12/27/2019	Regular	0.00	1,300.00	98089
404639	VOYA RETIREMENT INS	12/27/2019	Regular	0.00	8,046.50	98090
300005	Washington National Ins	12/27/2019	Regular	0.00	518.99	98091

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	21	12	0.00	18,784.90
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	7	3	0.00	118,804.05
	28	**15**	**0.00**	**137,588.95**

Approved by the Storey County Board of Commissioners:

Chairman _____ Commissioner _____ Commissioner _____

Comptroller _____ Date _____

Treasurer _____ Date _____

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	12/2019	137,588.95
			137,588.95

Vendor History Report

By Vendor Name

Posting Date Range -

Payment Date Range 12/13/2019 - 12/13/2019

Payable Number / Item Description	Description / Units	Price	Post Date / Amount	1099 / Account Number	Payment Number / Account Name	Payment Date / Dist Amount	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors												
405424 - Optum Bank, Member FDIC							**11,353.68**	**0.00**	**0.00**	**0.00**	**11,353.68**	**11,353.68**
INV0008395	HSA Contributions		12/13/2019		DFT0000396	12/13/2019	11,353.68	0.00	0.00	0.00	11,353.68	11,353.68
HSA Contributions	0.00	0.00	11,353.68	001-29506-000		Insurances	8,663.68					
				020-29506-000		Rds-Ins	290.00					
				090-29506-000		Wtr-Ins	52.49					
				130-29506-000		Swr-Ins	17.51					
				230-29506-000		VCTC-Ins	345.00					
				231-29506-000		Pipers-Ins	70.00					
				250-29506-000		Fire-Ins	1,915.00					
					Vendors: (1)	**Total 01 - Storey County Vendors:**	**11,353.68**	**0.00**	**0.00**	**0.00**	**11,353.68**	**11,353.68**
					Vendors: (1)	**Report Total:**	**11,353.68**	**0.00**	**0.00**	**0.00**	**11,353.68**	**11,353.68**

Check Register

Packet: APPKT01416 - 2019-12-13 PR Payments cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP	Bank					
405456	Public Employees Retirement	12/13/2019	EFT	0.00	123,300.83	10066
300007	USAA 529 College Savings Plans	12/13/2019	EFT	0.00	50.00	10067
300003	AFLAC	12/13/2019	Regular	0.00	1,226.50	97944
300008	AFSCME Union	12/13/2019	Regular	0.00	606.93	97945
405519	Cigna Health and Life Insurance Con	12/13/2019	Regular	0.00	118,347.03	97946
	Void	12/13/2019	Regular	0.00	0.00	97947
300001	Colonial Life & Accident	12/13/2019	Regular	0.00	111.69	97948
404704	DVM INSURANCE AGENCY	12/13/2019	Regular	0.00	114.52	97949
405264	FIDELITY SEC LIFE INS CO	12/13/2019	Regular	0.00	1,383.60	97950
405263	KANSAS CITY LIFE INS CO	12/13/2019	Regular	0.00	737.31	97951
300011	Nevada State Treasurer	12/13/2019	Regular	0.00	4.00	97952
103233	PUBLIC EMPLY RETIREMENT SYSTEN	12/13/2019	Regular	0.00	46.66	97953
300010	State Collection & Disbursement Un	12/13/2019	Regular	0.00	197.70	97954
300006	Storey Co Fire Fighters Assoc	12/13/2019	Regular	0.00	1,300.00	97955
404639	VOYA RETIREMENT INS	12/13/2019	Regular	0.00	8,046.50	97956
300005	Washington National Ins	12/13/2019	Regular	0.00	518.99	97957
300002	Western Insurance Specialties	12/13/2019	Regular	0.00	363.34	97958

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	29	14	0.00	133,004.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	7	2	0.00	123,350.83
	36	**17**	**0.00**	**256,355.60**

Approved by the Storey County Board of Commissioners:

Chairman _____ Commissioner _____ Commissioner _____

Comptroller _____ Date _____

Treasurer _____ Date _____

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	12/2019	256,355.60
			256,355.60

Payroll Check Register
Report Summary
Pay Period: 11/25/2019-12/8/2019

Packet: PRPKT00528 - 2019-12-13 Fire Uniform Allowance cw/tp
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	1	457.37
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	27	12,486.88
Total	**28**	**12,944.25**

Approved by the Storey County Board of Commissioners:

Chairman _____ Commissioner _____ Commissioner _____

Comptroller _____ Date _____

Treasurer _____ Date _____

Payroll Check Register

Report Summary

Pay Period: 11/25/2019-12/8/2019

Packet: PRPKT00526 - 2019-12-13 Payroll cw
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	1	887.82
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	157	340,342.89
Total	**158**	**341,230.71**

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
Comptroller		Date
Treasurer		Date

Check Register

Packet: APPKT01451 - 2019-12-20 AP Payments cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP	Bank					
10050	ADVANCED DATA SYSTEMS INC	12/20/2019	Regular	0.00	1,808.00	97959
101589	AIRGAS NCN INC	12/20/2019	Regular	0.00	1,064.17	97960
400481	ALLISON, MACKENZIE, LTD	12/20/2019	Regular	0.00	3,690.00	97961
100135	ALSCO INC	12/20/2019	Regular	0.00	256.96	97962
403949	AMERIGAS PROPANE LP	12/20/2019	Regular	0.00	376.08	97963
404935	AMES CONSTRUCTION	12/20/2019	Regular	0.00	76,596.89	97964
405718	Anthem Blue Cross and Blue Shield I	12/20/2019	Regular	0.00	194.34	97965
403651	ARC HEALTH AND WELLNESS	12/20/2019	Regular	0.00	30.00	97966
404420	ARCADIA PUBLISHING INC	12/20/2019	Regular	0.00	642.30	97967
403619	AT&T TELECONFERENCE SERVI	12/20/2019	Regular	0.00	218.18	97968
403619	AT&T TELECONFERENCE SERVI	12/20/2019	Regular	0.00	11.77	97969
100073	AUTO & TRUCK ELECTRIC,INC	12/20/2019	Regular	0.00	77.50	97970
405332	Battle Born Digital Media and Marke	12/20/2019	Regular	0.00	445.40	97971
405717	BlueCross BlueShield of Western Ne	12/20/2019	Regular	0.00	1,552.33	97972
404693	BOURNS PRODUCTIONS INC.	12/20/2019	Regular	0.00	3,000.00	97973
100463	BUSINESS & PROFESSIONAL COLLEC	12/20/2019	Regular	0.00	137.67	97974
99763	CANYON GENERAL IMPROVEMENT I	12/20/2019	Regular	0.00	51.50	97975
404216	CARSON VALLEY OIL CO INC	12/20/2019	Regular	0.00	4,982.83	97976
99720	CASELLE INC	12/20/2019	Regular	0.00	202.00	97977
403635	CENTRAL SANITARY SUPPLY	12/20/2019	Regular	0.00	113.98	97978
405235	CHARTWELL STAFFING SERV	12/20/2019	Regular	0.00	4,871.40	97979
405519	Cigna Health and Life Insurance Con	12/20/2019	Regular	0.00	19,952.93	97980
405134	CMC TIRE INC	12/20/2019	Regular	0.00	3,934.32	97981
99652	COMSTOCK CHRONICLE (VC)	12/20/2019	Regular	0.00	497.26	97982
404060	CREATIVE CONCEPTS MEDIA +	12/20/2019	Regular	0.00	8,241.64	97983
404466	DAIOHS USA INC	12/20/2019	Regular	0.00	310.75	97984
405698	Diamond Motors & Pawn, Inc	12/20/2019	Regular	0.00	263.47	97985
405648	Dianne S. Drinkwater PC	12/20/2019	Regular	0.00	781.25	97986
404176	DX-10 INC	12/20/2019	Regular	0.00	594.00	97987
403948	EIKELBERGER AWNING & DRAP	12/20/2019	Regular	0.00	200.00	97988
404547	ELLIOTT AUTO SUPPLY INC	12/20/2019	Regular	0.00	386.06	97989
405008	ERICKSON THORPE & SWAINSTON L	12/20/2019	Regular	0.00	1,746.00	97990
403216	FARR WEST ENGINEERING	12/20/2019	Regular	0.00	9,354.75	97991
404509	FASTENAL COMPANY	12/20/2019	Regular	0.00	2,056.11	97992
405716	Fenstemacher, David J.	12/20/2019	Regular	0.00	504.60	97993
403975	FERRELLGAS LP	12/20/2019	Regular	0.00	4,052.34	97994
405264	FIDELITY SEC LIFE INS CO	12/20/2019	Regular	0.00	244.12	97995
405722	Forever Christmas Inc	12/20/2019	Regular	0.00	697.86	97996
404394	GTP INVESTMENTS LLC	12/20/2019	Regular	0.00	1,082.83	97997
404778	HAT, LTD	12/20/2019	Regular	0.00	2,036.16	97998
404805	HAYES + ASSOCIATES, INC	12/20/2019	Regular	0.00	31.00	97999
103218	HD SUPPLY CONST SUPPLY LT	12/20/2019	Regular	0.00	1,384.00	98000
403040	HENRY SCHEIN	12/20/2019	Regular	0.00	2,174.34	98001
100889	HOME DEPOT CREDIT SERVICE	12/20/2019	Regular	0.00	601.96	98002
405460	Hoover, Melody Ellen	12/20/2019	Regular	0.00	400.00	98003
403753	HOT SPOT BROADBAND INC	12/20/2019	Regular	0.00	82.50	98004
405462	Hunt, Jason	12/20/2019	Regular	0.00	105.23	98005
404328	INTERCEPT INC	12/20/2019	Regular	0.00	240.00	98006
100978	INTERSTATE OIL CO	12/20/2019	Regular	0.00	554.81	98007
100885	IRON MOUNTAIN INFO MGT IN	12/20/2019	Regular	0.00	324.42	98008
405726	iT1 Consulting, LLC	12/20/2019	Regular	0.00	240.00	98009
403834	IT1 SOURCE LLC	12/20/2019	Regular	0.00	12,216.14	98010
404771	ITS MY COMMUNITY STORE	12/20/2019	Regular	0.00	68.85	98011
103317	JBP LLC	12/20/2019	Regular	0.00	522.06	98012

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405263	KANSAS CITY LIFE INS CO	12/20/2019	Regular	0.00	19.22	98013
101040	L N CURTIS & SONS	12/20/2019	Regular	0.00	5,663.00	98014
404102	LIQUID BLUE EVENTS LLC	12/20/2019	Regular	0.00	2,300.00	98015
404363	MA LABORATORIES INC	12/20/2019	Regular	0.00	2,839.94	98016
405077	MACKAY MANSION	12/20/2019	Regular	0.00	26.00	98017
405560	Mancuso, James V	12/20/2019	Regular	0.00	250.00	98018
405719	Martin, Alexandra	12/20/2019	Regular	0.00	1,597.48	98019
403032	MCCAIN, JENNIFER	12/20/2019	Regular	0.00	1,940.00	98020
405239	MEAD, ASHLEY	12/20/2019	Regular	0.00	30.54	98021
403839	MORRIS, ROBERT T	12/20/2019	Regular	0.00	2,400.00	98022
100471	MOUND HOUSE TRUE VALUE	12/20/2019	Regular	0.00	74.44	98023
405721	Muro, Marsha	12/20/2019	Regular	0.00	225.00	98024
101168	NACO	12/20/2019	Regular	0.00	13,834.00	98025
101160	NATIONAL ASSN OF COUNTIES	12/20/2019	Regular	0.00	450.00	98026
101228	NEV ADMIN BLDG & GROUNDS	12/20/2019	Regular	0.00	4,574.07	98027
403317	NEV DEPT PUBLIC SAFETY	12/20/2019	Regular	0.00	966.00	98028
101335	NEV DEPT TAXATION	12/20/2019	Regular	0.00	128.19	98029
101225	NEV DIV OF FORESTRY	12/20/2019	Regular	0.00	9,940.50	98030
101269	NEVADA LEGAL SERVICE INC	12/20/2019	Regular	0.00	535.93	98031
404357	NEVADA OCCUPATIONAL HLTH	12/20/2019	Regular	0.00	65.00	98032
101266	NEVADA TAXPAYERS ASSN	12/20/2019	Regular	0.00	500.00	98033
101362	Nextel of California	12/20/2019	Regular	0.00	159.01	98034
404654	NORIDIAN MEDICARE	12/20/2019	Regular	0.00	384.27	98035
402926	OFFSITE DATA DEPOT, LLC	12/20/2019	Regular	0.00	286.90	98036
103220	ON THE SIDE GRAPHICS & SIGNS, LL	12/20/2019	Regular	0.00	210.00	98037
404118	OPTUMINSIGHT INC	12/20/2019	Regular	0.00	247.50	98038
405127	O'REILLY AUTO ENTERPRISES LLC	12/20/2019	Regular	0.00	1,440.69	98039
404556	OUTFRONT MEDIA LLC	12/20/2019	Regular	0.00	655.97	98040
404076	OVERHEAD FIRE PROTECTION, INC	12/20/2019	Regular	0.00	1,930.00	98041
403895	PETRINI, ANGELO D	12/20/2019	Regular	0.00	7.00	98042
405494	Price, Jason James	12/20/2019	Regular	0.00	1,250.00	98043
403329	PROTECTION DEVICES INC	12/20/2019	Regular	0.00	265.00	98044
404863	REFUSE, INC	12/20/2019	Regular	0.00	321.20	98045
405499	Renewables, Ryze	12/20/2019	Regular	0.00	250.00	98046
405095	ROBERTS, BOBBI JEAN	12/20/2019	Regular	0.00	1,009.92	98047
405724	Roullard, Geoffrey	12/20/2019	Regular	0.00	120.10	98048
10026	RUPPCO INC	12/20/2019	Regular	0.00	195.50	98049
200395	SAINT MARYS ARTCENTER INC	12/20/2019	Regular	0.00	58.00	98050
103241	SBC GLOBAL SERVICES IN LD	12/20/2019	Regular	0.00	128.85	98051
101210	SBC GLOBAL SERVICES INC	12/20/2019	Regular	0.00	4,703.20	98052
	Void	12/20/2019	Regular	0.00	0.00	98053
405081	SHERMARK DISTRIBUTORS INC	12/20/2019	Regular	0.00	336.00	98054
102461	SIERRA CONTROL SYSTEMS	12/20/2019	Regular	0.00	658.60	98055
102462	SIERRA ENVIRONMENTAL MONITOR	12/20/2019	Regular	0.00	633.00	98056
103267	SILVER STATE INDUSTRIES	12/20/2019	Regular	0.00	380.00	98057
403384	SMITHS FOOD & DRUG CENTER	12/20/2019	Regular	0.00	52.20	98058
404195	SOUTHERN GLAZERS WINE & S	12/20/2019	Regular	0.00	825.40	98059
403234	SPALLONE, DOMINIC J III	12/20/2019	Regular	0.00	147.00	98060
101658	SPB UTILITY SERVICES INC	12/20/2019	Regular	0.00	441.66	98061
405657	Spencer Investigations, LLC	12/20/2019	Regular	0.00	2,134.21	98062
101710	ST CO TREASURER	12/20/2019	Regular	0.00	1,804.99	98063
402848	STAFFORD, MARK	12/20/2019	Regular	0.00	12,581.25	98064
405475	Staples Contract & Commercial, Inc	12/20/2019	Regular	0.00	228.64	98065
405120	STEM LLC	12/20/2019	Regular	0.00	396.48	98066
403892	SUN PEAK ENTERPRISES	12/20/2019	Regular	0.00	72.00	98067
405124	TERRY, SHIRLEY	12/20/2019	Regular	0.00	240.00	98068
405185	THATCHER COMPANY	12/20/2019	Regular	0.00	1,608.17	98069
404615	THE ANTOS AGENCY	12/20/2019	Regular	0.00	159.30	98070
404030	TIJSSELING, DICK G	12/20/2019	Regular	0.00	240.00	98071
405631	Trench Plate Rental Co.	12/20/2019	Regular	0.00	1,441.28	98072
405112	TYLER TECHNOLOGIES, INC	12/20/2019	Regular	0.00	593.75	98073

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405112	TYLER TECHNOLOGIES, INC	12/20/2019	Regular	0.00	137.50	98074
403728	UNITED SITE SERVICES OF NEVADA	12/20/2019	Regular	0.00	120.65	98075
403983	VCTC	12/20/2019	Regular	0.00	103.97	98076
404335	VIDEO VELOCITY	12/20/2019	Regular	0.00	200.00	98077
103080	WATERS SEPTIC TANK SV DBA	12/20/2019	Regular	0.00	740.00	98078
103237	WESTERN ENVIRONMENTAL LAB	12/20/2019	Regular	0.00	421.80	98079
404295	WELLS ONE COMMERCIAL CARD	12/20/2019	Bank Draft	0.00	16,422.10	DFT0000403

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	193	120	0.00	264,885.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	16	1	0.00	16,422.10
EFT's	0	0	0.00	0.00
	209	**122**	**0.00**	**281,307.43**

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
Comptroller		Date
Treasurer		Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	12/2019	281,307.43
			281,307.43

Payroll Check Register
Report Summary
Pay Period: 12/9/2019-12/22/2019

Packet: PRPKT00545 - 2019-12-27 PR cw
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	1	887.82
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	157	320,751.07
Total	**158**	**321,638.89**

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
Comptroller		Date
Treasurer		Date

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 01-07-2020 **Estimate of time required:** 0 - 5

Agenda: Consent [X] Regular agenda [ ] Public hearing required [ ]

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1. **Title:** Business License First Readings -- Approval

2. **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from consent agenda by request).

3. **Prepared by:** Ashley Mead

   Department: Community Development **Telephone:** 847-0966

4. **Staff summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioner's meeting for approval.

5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:**

   Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by:**

   __X__ Department Head Department Name: Community Development

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications

   [ ] Denied [ ] Continued

Agenda Item No. 9 II

Storey County Community Development

110 Toll Road ~ Gold Hill Divide
P O Box 526 ~ Virginia City NV 89440

(775) 847-0966 ~ Fax (775) 847-0935
CommunityDevelopment@storeycounty.org

To: Vanessa Stephens, Clerk's office
Austin Osborne, County Manager

December 30, 2019
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **January 7, 2020** COMMISSIONERS Consent Agenda:

LICENSING BOARD
FIRST READINGS:

A. **All Hours Air LLC** - Contractor / 395 Freeport Blvd Ste. 12 ~ Sparks, NV
B. **Baldwin Electrical Installations** – Contractor / 1155 S. Rock Blvd Ste. 430 ~ Reno, NV
C. **Balluff Inc.** – General / 8125 Holton Dr. ~ Florence, KY
D. **Blockchains LLC** – General / 610 Waltham Way ~ Sparks, NV
E. **Datasight** – General / 304 S. Jones Blvd Ste. 3546 ~ Las Vegas, NV
F. **Nevada Copper Inc.** – General / 1315 Waltham Way ~ McCarran, NV
G. **Oberg Builders LLC.** – Contractor / 101 Convention Center Dr. ~ Las Vegas, NV
H. **Rust Automation & Controls Inc.** – General / 8070 S. 1300 W. West ~ Jordan, UT
I. **Titan Solar Power NV Inc.** – Contractor / 2769 N. Lamb Blvd ~ Las Vegas, NV

Ec: Community Development
Commissioner's Office
Planning Department
Comptroller's Office
Sheriff's Office

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 1/7/20 **Estimate of time required:**

Agenda: Consent [X] Regular agenda [ ] Public hearing required [ ]

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1. **Title:** 1st reading to amend an existing General Business License for the Union Brewery, 63 N C St., Virginia City, NV 89440 – Requesting to Add Dawn Grant.

2. **Recommended motion:** I recommend the approval of the 1st reading to amend an existing General Business License for the Union Brewery, 63 N C St., Virginia City, NV 89440 – Requesting to Add Dawn Grant.

3. **Prepared by:** Brandy Gavenda, Administrative Assistant

   Department: SCSO **Telephone: 775-847-0959**

4. **Staff summary**: 1st reading to amend an existing General Business License for the Union Brewery, 63 N C St., Virginia City, NV 89440 – Requesting to Add Dawn Grant.

5. **Supporting materials:**

6. **Fiscal impact: None**

   Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by**:

   _X__ Department Head Department Name: Gerald Antinoro

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications

   [ ] Denied [ ] Continued

Agenda Item No. 9-III

STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro
Sheriff

December 17, 2019

To: Vanessa Stephens, Clerk's Office
Austin Osborne, County Manager

Fr: Brandy Gavenda

Please add the following item(s) to the January 7, 2020 Commissioners Consent Agenda:

LICENSE BOARD
First Reading:

1. General Business License – amend an existing General License for the Union Brewery, 63 N C St., Virginia City, NV 89440 – Requesting to Add Dawn Grant.

PO Box 498
205 South C Street
Virginia City, NV 89440
Office: (775) 847-0959 Fax: (775) 847-0924

Storey County Board of Fire Commissioners
Agenda Action Report

Meeting date: 01/07/20 **Estimate of time required:** 10 min.

Agenda: Consent [x] Regular agenda [ ] Public hearing required [ ]

---

1. **Title:** See Enclosure A for agenda language.

2. **Recommended motion.** I Commissioner [ ] motion to approve the appointments recommended by staff to serve on state, county, and regional boards and committees for the year 2020.

3. **Prepared by:** Austin Osborne

   Department: County Manager **Telephone:** 775.847.0968

4. **Staff summary:** The recommended persons to serve on various boards and committees.

5. **Supporting materials:** Enclosure A agenda language shows list of recommendations.

6. **Fiscal impact:**

   Funds Available: n/a Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by:**

   __@'__ Department Head Department Name: Commissioner's Office

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications
   [ ] Denied [ ] Continued

Agenda Item No. 9 IV

Enclosure A: Agenda language for 01/07/20 board meeting agenda request:

Agenda Title:

Discussion/Possible Action: 2020 Appointments to serve on state, county, and regional boards and committees.

1. Safety Committee – Jeff Holman – chair
2. Legislative Representative – Marshall McBride with others, including staff as needed (no change)
3. Historic Fourth Ward School and Museum Board – Jay Carmona (no change)
4. Nevada-NACO – Lance Gilman with Austin Osborne as alternate (no change)
5. Nevadaworks – Lance Gilman with Austin Osborne as alternate (no change)
6. Virginia City Senior Center – Lance Gilman (was Cherie Nevin)
7. Lockwood Senior Center Board – (decommissioned)
8. Storey County Senior Center Board – Lance Gilman
9. Saint Mary's Art Center – Jay Carmona (remove Cherie Nevin as alternate)
10. Western Nevada Development District – New Community Relations Coordinator hire pending; Jen Chapman as alternate.
11. Carson Water Subconservancy District – Austin Osborne (no change)
12. State Land Use Planning Advisory Council – Kathy Canfield (no change)
13. Natural Resources Conservation Services (NRCS/USDA) – Kathy Canfield (no change)
14. Truckee River Flood Management Authority, Technical Advisory Committee – Lance Gilman with Kathy Canfield as alternate. (removes Austin Osborne as alternate)
15. Comstock Historic District Commission – Marshall McBride (no change)
16. Nevada Commission for the Reconstruction of the V&T Railway – Marshall McBride (no change)
17. Virginia City Tourism Commission – Lance Gilman (no change)
18. Oversight of Fire District and Public Works – Marshall McBride (no change)
19. Economic Development Authority of Western Nevada – Marshall McBride (no change)
20. Northern Nevada Development Authority (elected official seat) – Lance Gilman
21. Northern Nevada Development Authority (appointed official seat) – Austin Osborne
22. Storey County Wildlife Advisory Board – Rob DuFresne, Greg Hess Sr., Greg "Bum" Hess, Bill Clark, and Rich Bacus (no change)
23. Washoe-Storey Conservation District – Kathy Canfield (remove Austin Osborne as alternate)

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: Jan 7th, 2020 **Estimate of time required:** 10 minutes

Agenda: Consent [ ] Regular agenda [X] Public hearing required [ ]

---

1. **Title:** RESOLUTION 19-561 honoring Charles and Candace Pitts with the Sugarloaf Mountain Motel and Market as the 2019 Storey County Business of the Year

2. **Recommended motion:** To approve resolution 19-561; honoring Charles and Candace Pitts with the Sugarloaf Mountain Motel and Market as the 2019 Storey County business of the year.

3. **Prepared by: DENY DOTSON**

   Department: VCTC **Telephone: 847-7500**

4. **Staff summary:** Attached

5. **Supporting materials:** Attached

6. **Fiscal impact:**

   Funds Available: YES Fund: VCTC ____ Comptroller

7. **Legal review required:** NO

   ____ District Attorney

8. **Reviewed by:**

   __X__ Department Head Department Name: Commissioner's Office

   __X__ County Manager Other agency review:

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9. **Board action:**

   [ ] Approved [ ] Approved with Modifications

   [ ] Denied [ ] Continued

Agenda Item No. 12

Storey County Community Services / Business of the Year Annual Award

Knowing and appreciating what it takes to start a business in today's competitive climate, Storey County each year recognizes and awards a business or organization that has shown significant achievements or have made significant contributions to the residents of Virginia City and or Storey County.

The recipient(s) are selected by our County Commissioners, County Manager, Department Heads and the Virginia City Tourism Commission.

Standard Criteria for Awards

The selection committee will consider performance and achievement in any of, but not limited to, the following areas:

- Leadership and Entrepreneurship
- Product or Marketing Innovations
- Significant Business Achievement
- Sales and/or Employment Growth and Technological Advancement
- Excellent in Community Relations/Contribution
- Environmental Consciousness
- Customer Service and Reliability
- High Standard of Employee Relations
- Contributes to the Economic Health of Storey County
- Success in filling a marketplace need

RESOLUTION NO: 19-561

A RESOLUTION HONORING
CHARLES AND CANDACE PITTS
WITH THE SUGARLOAF MOUNTAIN MOTEL AND MARKET
AS THE 2019 STOREY COUNTY BUSINESS OF THE YEAR

WHEREAS THIS AWARD WILL BE GIVEN TO A STOREY COUNTY BUSINESS OR ORGANIZATION THAT HAS SHOWN SIGNIFICANT CONTRIBUTIONS TOWARDS THE ECONOMIC STABILTY IN STOREY COUNTY

WHEREAS CHARLES AND CANDACE PITTS WITH THE SUGARLOAF MOUNTAIN MOTEL AND MARKET HAVE SHOWN EXTRAORDINARY ENTREPRENEURSHIP, HAVE IMPROVED A NEEDED SERVICE IN VIRGINIA CITY AND HAVE SHOWN STRONG COMMUNITY RELATIONS AND CONTRIBUTIONS TOWARDS MANY OF VIRGINIA CITY'S NONPROFITS.

THEREFORE LET IT BE KNOWN TO ALL PRESENT THAT THE BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY DO HEREBY RESOLVE TO COMMEND AND HONOR CHARLES AND CANDACE PITTS WITH THE SUGARLOAF MOUNTAIN MOTEL AND MARKET FOR THEIR CONTINUED AND EXEMPLARY SERVICE TO THE PEOPLE OF STOREY COUNTY

PASSED AND ADOPTED THIS 3rd DAY OF DECEMBER 2019 BY THE FOLLOWING UNANIMOUS VOTE

By:_____
Marshall McBride, Chairman

By:_____
Lance Gilman, Vice Chairman

By:_____
Jay Carmona, Commissioner

By:_____
Vanessa Stephens, Clerk / Treasurer

Date:_____

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 01/07/20 **Estimate of time required:** 10 min.

Agenda: Consent [ ] Regular agenda [x] Public hearing required [x]

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1. **Title:** Discussion/Possible Action. Extension of general services agreement for lobbyist services and other federal legislative assistance of the Porter Group from December 31, 2019 to August 1, 2020.

2. **Recommended motion.** Based on the recommendation from staff, I Commissioner [ ] motion to approve extension of general services agreement for lobbyist services and other federal legislative assistance of the Porter Group from December 31, 2019 to August 1, 2020.

3. **Prepared by:** Austin Osborne

   Department: County Manager **Telephone:** 775.847.0968

4. **Staff summary:** The general services agreement with the Porter Group expires December 31, 2019. Staff approved a short-term bridge extension of the contract so that the board may consider in a public meeting a medium-term extension for spring 2020. The extension will allow the county to work with the Porter Group on upcoming federal matters including Shared Federal Framework, final engagements of Storey County Lands Bill (Lands Act), considering a ZIP Code bill for the Highlands, Mark Twain, and Lockwood, and other federal legislative matters affecting Storey County and the surrounding region. Staff recommends the extension so that staff, the board, and the Porter Group may discuss upcoming projects before considering a potential successor agreement at a future public board meeting.

5. Supporting materials: Enclosed: Current agreement; short-term bridge extension agreement; and draft proposed extension agreement.

6. **Fiscal impact:**

   Funds Available: n/a Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by:**

   __@'__ Department Head Department Name: Commissioner's Office

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications
   [ ] Denied [ ] Continued

Agenda Item No. 13

PORTER

January 11, 2018

Pat Whitten, County Manager
Storey County
26 South B Street
Virginia City, NV 89440

Re: Federal Government Affairs Consulting Agreement

Dear Pat:

Thank you for retaining Porter Group (PG) to assist Storey County, Nevada (Storey) with government affairs consulting representation at the federal government level. This letter of agreement (Agreement) will confirm the terms of our engagement and describe the scope of services that PG will provide to Storey.

1. **Scope of the Engagement.** Storey has retained PG to represent Storey in Washington, D.C. to engage with elected officials, federal agencies, and other key organizations and stakeholders to advance Storey's agenda. The primary goals and scope of this engagement will be to:

   - Assist Storey in its efforts with Congress and federal government agencies and departments to: (i) create a new ZIP code in Storey County in connection with the Reno Tahoe Industrial Center and surrounding area; (ii) assist with any Federal Public Lands Act issues; and (iii) assist with other matters pertinent to this representation as may be agreed upon by the parties including, but not limited to, identifying and helping to secure funding for appropriate designated projects and grants
   - Work with key government officials within the United States Senate and House of Representatives and their staffs, as well as federal departments, agencies and the Administration to advocate for and advance the above matters
   - Provide strategic guidance and participation in the overall advocacy and lobbying effort by utilizing PG's extensive network of bipartisan contacts in the House and Senate
   - Strengthen the visibility of Storey with federal and state officials
   - Plan and coordinate trips to Washington, D.C. for Storey leadership including meetings with members of Congress and staff, federal agencies and Administration officials, in addition to other social and networking functions

   PG will provide regular briefings, in the form and time periods established by Storey, to outline relevant occurrences on Capitol Hill including hearings, legislation and intelligence on issues

affecting Storey and the above matters. PG is willing to provide additional adjunct services, such as marketing, research and social media, under an amendment to this Agreement, as mutually agreed upon by Storey and PG. Storey acknowledges that PG is not providing legal services and/or advice under the Agreement.

2. **Term.** The initial term of this Agreement shall commence on January 1, 2018 and continue through December 31, 2019. The parties may agree to extend this Agreement upon completion of the term, on terms and conditions mutually agreed upon at the time of the extension. Either party may terminate this agreement upon thirty (30) days' prior written notification.

3. **Fees.** For these services, Storey agrees to pay PG a fee of $6,000 per month during the term of the Agreement. PG will invoice for these services monthly, in advance, and Storey agrees to promptly pay for these services upon receipt of invoice. Expenses will be allowed in providing these services subject to invoice approved either in advance or upon ratification by Storey, except that normal and usual expenses of $200.00 or less will not require advance approval. The first monthly payment shall be made by Storey as of the execution of this Agreement.

Upon reviewing this Agreement, if it meets with your approval, please sign in the space provided below and return it to PG with payment of the first monthly amount. Please do not hesitate to contact me with any questions. We stand ready to help and appreciate the opportunity to represent Storey.

Sincerely,

Honorable Jon C. Porter
President/CEO
Porter Group, LLC

AGREED TO AND ACCEPTED

By: _____

Title: P. WHITTEN - COUNTY MANAGER
Storey County, Nevada

Date 26 FEB 2018

STOREY COUNTY COMMISSIONERS' OFFICE

Storey County Courthouse
26 South "B" Street
P.O. Box 176 Virginia City, Nevada 89440
Phone (775) 847-0968 Fax (775) 847-0949
commissioners@storeycounty.org

December 24, 2019

Porter Group
428 New Jersey Avenue SE
Washington, DC 20003

Re: Contract Extension Request

Congressman Porter:

Please let this letter request an extension of the deadline to our general services agreement from December 31, 2019, to January 15, 2020, or to an earlier date if a modified agreement is approved by your firm and the Storey County Board of County Commissioners. We ask the set monthly billing amount to be prorated down to $3,000.00 during the extension period.

Please contact me anytime with questions.

Thank you,

Austin Osborne
Storey County Manager

Cc.: Marshall McBride, Storey County Commission Chair
Keith Loomis, Storey County Deputy District Attorney
Hugh Gallagher, Comptroller
Jen Chapman, Administrative Officer

STOREY COUNTY COMMISSIONERS' OFFICE

Storey County Courthouse
26 South "B" Street
P.O. Box 176 Virginia City, Nevada 89440
Phone (775) 847-0968 Fax (775) 847-0949
commissioners@storeycounty.org

January 7, 2020

Porter Group
428 New Jersey Avenue SE
Washington, DC 20003

Re: Porter Group Contract Extension 01/07/20 (as amended) to 08/01/20

Congressman Porter:

Please let this letter memorialize the 01/07/20 board's approval to extend the termination date of the general services agreement between Storey County and the Porter Group, LLC from January 7, 2020 (as amended) to August 1, 2020. The terms, conditions, and rates of the prior agreement (2018-2020 enclosed herewith) will remain unchanged and in effect during this extension period. Rates paid by Storey County between January 1, 2020, and this approval will be prorated.

The parties have executed this agreement as of the dates written below and intended to be legally bound by it.

Board of County Commissioners of Storey County

By: _____
Marshall McBride, Chairman Date

Attest:

_____
Vanessa Stephens
County Clerk

Approved as to form by:

_____
Deputy District Attorney

The Porter Group, LLC

By: _____
Honorable Jon C. Porter Date
President/CEO

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 01/07/20 **Estimate of time required:** 30 min.

Agenda: Consent [ ] Regular agenda [x] Public hearing required [x]

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1. **Title:** Discussion/Possible Action: Consideration of letters of interest for appointment of planning commissioners to serve a term representing Precinct 4 Mark Twain District, Precinct 3 Lockwood/River District, and Storey County At-Large position on the Storey County Planning Commission.

2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to reappoint Adrianne Baugh to represent Precinct 4 Mark Twain District, Kris Thompson to represent Precinct 3 Lockwood/River District, and _____ to serve the At-Large position on the Storey County Planning Commission.

3. **Prepared by:** Austin Osborne

4. **Department:** County Manager **Telephone:** 847-0968

5. **Staff summary:** Pursuant to Storey County Code 2.12 and NRS, the term of a planning commissioner is four years. Adrianne Baugh was appointed on 8/20/19 to fill the Precinct 4 (Mark Twain) planning commissioner mid-term vacancy. Ms. Baugh's term expires December 31, 2019. She submitted a letter of interest for reappointment. The terms of Kris Thompson (Lockwood/River) and John Herrington (At-Large) also expires on December 31, 2019. Mr. Thompson submitted a letter of interest for reappointment, and Mr. Herrington because of conflicting personal obligations did not. No other letters of interest were received for Mark Twain or Lockwood/River. Based on the submitted letters of interest and excellent past performance of both Ms. Baugh and Mr. Thompson on the planning commission, staff recommends reappointment of both to serve another term. We thank Mr. Herrington for his excellent service on the planning commission and we wish him well in his future endeavors. Letters of interest for the At-Large vacancy were received from Bryan Staples, Virginia City; Karl Gambrall, Virginia City; Sam Toll, Gold Hill; and Tom Purkey, Virginia City. Staff will review all letters, conduct personal interviews, and present a recommendation on the At-Large vacancy to the board at its 01/07/20 meeting if a recommendation is ready by that time.

6. **Supporting materials:** Enclosures: (A) public posting; and (B) letters of interest.

7. **Fiscal impact:** None on local government.

   Funds Available: Fund: ____ Comptroller

8. **Legal review required:**

   ___ District Attorney

9. **Reviewed by:**

   ____ Department Head Department Name:

   _@'___ County Manager Other agency review: _____

10. **Board action:**

    [ ] Approved [ ] Approved with Modifications

    [ ] Denied [ ] Continued

Agenda Item No. 14

BRYAN C. STAPLES

Virginia City, NV 89440
Home: 775-847-7410, Cell: 775-671-8500 - sgmsilverdollar@outlook.com



December 23, 2019

Storey County Board of Commissioners
Virginia City, Nevada 89440

RE: Your job ad for Storey Planning Commissioner, Precinct (At Large)

Dear Board of Commissioners,

I was motivated to contact you upon learning that Storey County, Nevada may have a potential opening for a Storey Planning Commissioner, Precinct (At Large). For several years I have focused my career path and academic pursuits on Occupational Safety and Health and completion of Bachelor of Applied Science program with Suffield University. My personal philosophy is rooted in empowering others and creating a positive perspective of life circumstances.

With a genuine and nurturing nature, combined with a professional and ambitious approach, I possess the primary skills needed in my field, including a willingness, ability and experience to research and report on issues as they relate to local, State and Federal rules and regulations, ability to attend regular or special meetings on a regular basis, abilities and experience to relate to and sustain a harmonious working relationship with people from all educational and positions in life. I take pride in my ability to relate to all people regardless of who they may be, I am more than willing to learn and expand my knowledge related to land use planning, and ability, willingness and sense of honor to act within the ethical standards mandated by NRS and NAC. Additionally, leadership and critical thinking are part of my skill set, with proficiency in decision-making. Experience in interacting with diverse populations has given me in-depth understanding and awareness of differences in both individuals and organizations. These qualities will contribute to Storey County, Nevada's mission while positively highlighting the professionalism and competencies in its employees.

My previous experience working as an OSHA Investigator, FEMA National Safety Manager and as a Senior Non-Commissioned Officer for over 30 year, have given me analytical, investigative, leadership skills.

For further details of my qualifications, background, and academic history, please find my resume attached. I am confident that I can contribute positively to the Storey Planning Commissioner, Precinct (At Large) role and I welcome the opportunity to speak with you at your earliest convenience.

Sincerely,
Bryan Staples

Bryan C. Staples, CHS-V, CFSI

ADDRESS	495 S. D. Street	**PHONE**	775-847-7410 (Home) 775-671-8500 (Cell)
CITY, STATE, ZIP	Virginia City, NV 89440	**EMAIL**	sgmsilverdollar@outlook.com

SUMMARY

Highly skilled Occupational HS&E Professional with proven international experience in developing and implementing world class HSE programs. Exceptional leadership and teambuilding skills in diverse cultural settings, which maximize employee productivity and enhance business growth through reduced asset losses from accidents or loss time incidents.

- Extremely well organized with an eye to detail
- High degree of integrity
- Excellent communication, phone, and interpersonal skills
- Highly efficient, focused professional
- Work well under demanding deadline related conditions

PROFESSIONAL EXPERIENCE

Department of Homeland Security – FEMA, Washington DC and Emmitsburg, MD **2010-2015 (Retired)**

The Federal Emergency Management Agency (FEMA) is an agency of the United States Department of Homeland Security. The primary purpose of FEMA is to coordinate the response to a disaster that has occurred in the United States and that overwhelms the resources of local and state authorities.

Safety and Occupational Health Manager

The primary purpose of this position is responsibility for developing and implementing the Occupational Safety and Health (OSH) program in support of FEMA agency wide operations to include disaster response and recovery to ensure the safety of staff, facilities and equipment.

- Served as the technical specialist for FEMA wide occupational safety and health operations to include disaster response and recovery. OSH operations related to motor vehicles, materials handling, electrical systems, fire prevention/emergency plans, job hazard analysis, employee training, safety programs facility inspections, ergonomics and air quality.
- Provided guidance, assistance, technical support and oversight to FEMA Disaster Safety Officers, FEMA Collateral Duty Safety Officers (CDSOs) located at the Regions, Mobile Emergency Response Support (MERS), National Processing Service Center (NPSCs) Distribution Centers, and other field operation sites and other FEMA Safety Officials.
- Operated, maintained and calibrated safety and industrial hygiene instruments to measure indoor air quality radiation, combustible gases, noise light etc and other sampling devices, as necessary. Ensures that adequate types and quantities of appropriate, approved, and calibrated instruments are kept available.
- Developed and implemented site specific OSH program guidelines instructions, standard operating procedures and other materials, in accordance with DHS/FEMA OSH program manuals and instructions.
- Investigated work related accidents, illnesses, and injuries for staff onsite or at offsite locations and analyzes data to determine trends, identify causes, and redirect program priorities.
- Performed safety and health inspections of facility workplaces and operations and maintains required documentation.

CH2M Hill Constructors International, Doha, Qatar & Dalby, Australia **2007–2009**
An engineer–procure–construct–operate (EPCO) company that offers a wide spectrum of expertise, knowledge, and services across varied industries and government agencies.
Principle Safety & Health Professional,
Developed and implemented HSE policies, procedures, and standards for integration into daily operations, production processing, purchasing and contracting.

- 2.7 million Man hours worked without a single recordable injury or lost time incident with a labor force from 15 countries, speaking 10 different languages.
- Established a functional safety culture within the Middle East/North Africa & Australia/New Zealand regions.
- Conducted health, safety, environmental and quality audits and reviews. Investigated incidents and complaints concerning HS&E risks.
- Provided complex regulatory and policy review and interpretation and technical advice.
- Recommended improvements to and provided technical review of HS&E tools, processes, policies, and training.

State of Nevada, Reno, Nevada **2005–2007**
Safety Consultation & Training Section
OSHA's On-Site Consultation & Training Service offers free and confidential advice and training to small and medium-sized businesses in all counties across the State of Nevada, with priority given to high-hazard worksites.
Chair, Construction Training Committee,
Developed, managed and instructed safety educational and training materials and programs for workers, supervisors, and managers.

- Developed, managed and instructed OSHA safety educational courses including training materials and programs for client companies' workers, supervisors, and managers.
- Training included:
  - Initial entry employee training,
  - Employee proficiency/update training,
  - Hazard recognition and abatement training,
  - Safe handling of hazardous materials, environmental reporting, regulatory compliance,
  - Emergency response, domestic terrorism, and weapons of mass destruction.

Occupational Safety and Health Administration **2002–2005**
OSHA's mission is to prevent work-related injuries, illnesses, and occupational fatality by issuing and enforcing rules called standards for workplace safety and health.
Senior Compliance Safety and Health Officer,

- Conducted inspections of General Industry and Construction worksites as required in the enforcement of OSHA programs & prepared comprehensive technical reports of inspection findings.
- Provided on-the-job training of lower-grade compliance officers and served as leader of special investigations or inspection teams.
- Provided technical assistance in the explanation of regulatory provisions, citations, assessment of penalties, contesting citations and abating violations.
- Represented State of Nevada OSHA before employer/employee meetings, conferences, and trade and labor organizations.
- When accidents/fatalities occurred, investigated unsafe working conditions, studied possible causes, and recommended remedial action.

Truckee Meadows Community College, Reno, Nevada **1996–2002**
TMCC's Safety Center is the West Coast's go-to resource for industrial safety and governmental mandate training.

Manager, Industrial Safety & Regulatory Compliance Center,
Provided direct and indirect assistance to Northern Nevada industrial companies as they required regarding compliance issues to include the development and assessment of safety programs.

- Reviewed, analyzed, and compiled data for accident and loss reports, surveys, and environmental reports regarding injuries, property loss or damage, production process degradation, environmental impact, and public image for client companies.
- Developed techniques to anticipate and control potentially dangerous situations in the workplace and the community.
- Conducted safety/health and industrial hygiene surveys using sophisticated measuring, sampling and detection equipment insure compliance with laws, rules, and regulations and to identify trends and reduce hazards.
- Developed, managed and instructed OSHA/EPA/DOT/NRC safety educational courses.
- Supervised a staff of 5 to 10 (depending on client demand) working professionals, which included Project Managers; Environmental, Health and Safety Directors; OSHA Compliance Specialists for manufacturing facilities; Site Safety Officers; Environmental Professionals and Technicians; Emergency Response Coordinators; Industrial Hygienists; and Federal/State Certified Instructors.

Nevada Air National Guard, Reno, Nevada **1997–2004 (Retired)**
The Air National Guard's federal mission is to maintain well-trained, well-equipped units available for prompt mobilization during war and provide assistance during national emergencies (such as natural disasters or civil disturbances).
Bioenvironmental Engineering Supervisor/Radiation Safety Officer,
Served as principle advisor to the base commander, responsible for developing, directing, and coordinating major base safety programs in both a full-time capacity and as a traditional guardsman..

- Responsible for drinking water and treatment plant surveillance and lab analysis; aircraft maintenance facilities; industrial manufacturing facilities; fuel handling and storage facilities, roads and parking lots.
- Responsible for investigation and analyzing of accidents and hazardous conditions to determine origin, causes, and contributing elements and preparing written evaluation reports concerning findings.
- Conducted and analyzed environmental and industrial hygiene surveys to insure compliance with laws and regulations and to evaluate controls or eliminate hazards

EDUCATION / TRAINING

Bachelor of Science, Occupational Safety & Health
Suffield University, Twin Falls, Idaho
National WMD Standardized Awareness Authorized Trainer
US Department of Homeland Security
Professional Development for Emergency Managers
Emergency Management Institute
Domestic Preparedness Train the Trainer Courses
U.S. Department of Justice
Ergonomics Development Course
USAFSAM, Brooks AFB, TX
Radiological Accident Command, Control, and Coordination Course
Defense Nuclear Weapons School, Kirtland AFB, NM
Radiation Safety Officer Course
CSI Radiation Safety Training, Gaithersburg, MD
Bioenvironmental Engineering Course
USAFSAM, Brooks AFB, TX
OSHA Instructor's Course,
OSHA Training Institute, San Diego, CA
Instructor's Training Course, US Army Instructor Training Institute
Ft. Rucker, AL

Professional Memberships

American Society of Safety Engineers
American Conference of Governmental Industrial Hygienists
American College of Forensic Examiners, International
The Health Physics Society

Community Activities

Veterans of Foreign Wars of the United States of America – Commander Post 8071, Virginia City
VFW District 1 Commander

Living Historian at the Gettysburg National Military Park Visitor Center
Provide living history exhibits, tours and education for visitors and school groups

Instructor for the Washoe County Sheriff's Department HISTEP program.

Fort Churchill Living History Organization (Founder),
Provide living history exhibits and education for Junior and Elementary School children and visitors to Fort Churchill and Virginia City

Queensland (Australia) Rural Fire Brigade

MEMORANDUM

TO: **Austin Osborne**

Kathy Canfield

FROM: **Kris Thompson**

DATE: **December 17, 2019**

SUBJECT: **Application for appointment to the Planning Commission**

Austin and Kathy,

I hereby apply for the seat on the Planning Commission that I have occupied for the past couple years. Here is a brief summary of my experience and background (see below).

Thanks very much.

Kris

B.A Accounting Kansas State University

J. D. Law, University of Kansas School of Law

Masters in Strategic Studies, US Army War College, Carlisle Barracks, PA

Retired after 20+ years Attorney with a significant portion of my practice in real estate law

20+ years experience in land planning, entitlements, and development in industrial, commercial, and retail real estate

10+ years onsite experience in Tahoe-Reno Industrial Center, with 7+ years as the project manager responsible for government affairs, infrastructure development and assistance in land sales

2+ years prior experience on the Storey County Planning Commission

5 years prior experience as the President of the TRI General Improvement District

22+ years' service with the Regular US Army and National Guard, retired at the Rank of full Colonel)O-6) with service on the Iron Curtain, in combat in DESERT STORM, and in the LA Riots of 1992

Lyndi Renaud

From: Adrianne Baugh <abaugh@marktwaincc.org>
Sent: Thursday, December 19, 2019 9:13 AM
To: Lyndi Renaud; Kathy Canfield
Subject: Planning Commission Letter of Interest

Planning Commission Letter of Interest

Dec 13th, 2019

Hello all,

My name is Adrianne Baugh. I took over Laura Kekule's seat as the Mark Twain representative for the Planning Commission on August 20th 2019. In my short time on the Planning Commission I have enjoyed being part of the team that helps decide how to shape our community. I believe that I will continue to be an asset to the group. My work as secretary of the Mark Twain Community Center and assistance to the Storey County School district has helped me have an inside view on the neighborhood and communities that we are working with. I don't hold these positions lightly. I feel that we represent the county and should do so with respect and dignity. I am grateful to be part of such a wonderful community that is so rich in opportunity and a sense of family. I will do my best to help out in whatever role is needed. I look forward to being on the planning commission for many years to come.

Thank you.

Sincerely,

~Adrianne Baugh, Secretary
Mark Twain Community Center
775-297-2392

Thomas Purkey
PO Box 380
Virginia City, NV 89440
purkey@att.net 775-742-7113



December 26, 2019

Storey County Human Resources Office
Storey County Courthouse
26 South B Street, #176
Virginia City, NV 89440

I would like to be considered for the Storey County Planning Commissioner (At Large) position.

The reason I am applying for this position is that I have been a resident and property owner in Storey County for about 30 years, having lived previously in the Highlands and now in Virginia City. I served on the Planning Commission and School Board several years ago, which gave me a good knowledge and understanding of all the diverse communities in our county. I was involved in developing the Storey County Master Plan and have a strong interest in seeing it honored and defended as the county moves forward toward the opportunities and challenges ahead.

I moved to and have continued to live in Storey County because of my love for its rural life style, sense of community, respect for history, and unique geological setting. Those are community qualities that have been incorporated into the Master Plan and which I hold dear. Our amazing new economic opportunities can either diminish or enhance these qualities and my aim is to help ensure the Master Plan continues to be used to enhance them. That would weigh most heavily into my decisions and judgement on all proposals that come before the Planning Commission.

I am particularly interested in helping promote a strong cooperation and working relationship between the Planning Commission, Board of County Commissioners, Comstock Historic District Commission, VC Tourism Commission, residents, and county staff in moving the county forward towards common agreed upon goals and priorities.

Two years ago, I retired from my lifelong career as an urban, regional, and tribal planner and am now looking for an opportunity to serve Storey County in the capacity of a private citizen using my knowledge and background. I clearly understand and respect the distinct and separate roles of the Planning Commission, planning staff, and Board of County Commissioners in the planning process. Though a planning background is not critical for this role, I believe it would be helpful in understanding and in making informed decisions on planning issues. I am also a retired member of the American Institute of Certified Planners and, as such, continue to be bound by the professional AICP Code of Ethics.

Thank you for your consideration. I look forward to meeting personally with the Board of County Commissioners to answer any questions.

Sincerely,

Tom

Thomas Purkey, AICP

RECEIVED
DEC 2 7 2019
BY:.....

December 27, 2019

Austin Osborne
Storey County Manager
County Courthouse
Box 176
Virginia City, 89440

Subject: At Large Planning Commission Seat

Mr. Osborne,

This letter serves to express my interest in the At Large Planning Commission Seat advertised recently.

Thank you for your kind attention to this matter.

Respectfully,

Sam Toll
1757 South Main Street
Gold Hill, Nevada

KARL R. GAMBRALL

850 S TUNNEL ST/PO BOX 63, VIRGINIA CITY, NEVADA 89440
775-848-2405 ~ COMSTOCKMAVERICK@GMAIL.COM

RECEIVED
DEC 2 2019
BY: .....

December 27, 2019

Storey County Human Resources
PO Box 176
Virginia City, NV 89440

RE: Planning Commission Vacancy – Precinct (At Large)

To Whom It May Concern:

Please accept this letter as my formal letter of interest for appointment to the Storey County Planning Commissioner at Large Seat.

I have been a Storey County resident for more than 25 years, living in the VC Highlands and Virginia City. Over the past 10 years I have owned and operated Maverick Sand and Gravel. I believe my knowledge of construction and the community would make me an asset to the Planning Commission.

Your consideration to the appointment of the Storey County Planning Commissioner would be appreciated. Should you have any further question please do not hesitate to contact myself.

Sincerely,

Karl R. Gambrall

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: January 6, 2020 **Estimate of time required:** 15 minutes

Agenda: Consent [ ] Regular agenda [X] Public hearing required [ ]

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1. **Title: FOR POSSIBLE ACTION:** Consideration and possible approval of contract with Motorola Solutions, Inc. for the sale and installation of equipment and software upgrades to the Storey County communication system and for maintenance and support of the upgraded system for a price of $1,795,708.00. That price may change by the time this matter is considered by the Board.

2. **Recommended motion:** I _____ (Commissioner) move to approve the agreement with Motorola Solutions Inc. for the provision and installation of equipment and software to upgrade the Storey County communication system and for the maintenance and support of the upgraded system

3. **Prepared by:** Keith Loomis

4. **Department:** District Attorney's Office **Telephone:** 847-0964

5. **Staff summary:** The proposed contract with Motorola Solutions, Inc., is for the purpose of upgrading the existing communications system of both the County and the Storey County Fire Protection District

6. **Supporting materials:** Proposed Communications and Services Agreement along with associated exhibits and addenda

7. **Fiscal impact:** Significant, see price figure set out above

   Funds Available: Fund: ____ Comptroller

8. **Legal review required:**

   __X__ District Attorney

8. **Reviewed by:**

   ____ Department Head Department Name:
   ____ County Manager Other agency review: _____

9. **Board action:**

[ ]	Approved	[ ]	Approved with Modifications
[ ]	Denied	[ ]	Continued

Agenda Item No.

Communications System And Services Agreement

Motorola Solutions, Inc. ("Motorola"), Storey County, Nevada, a political subdivision of the State of Nevada and the Storey County Fire Protection District, a political subdivision of the State of Nevada (together "Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Technical and Implementation Documents
- C-1 "System Description" dated ___11/12/2019_____
- C-2 "Pricing Summary & Equipment List" dated ___11/12/2019_____
- C-3 "Implementation Statement of Work" dated ___11/12/2019_____
- C-4 "Acceptance Test Plan" or "ATP" dated ___11/12/2019_____
- C-5 "Performance Schedule" dated ____11/12/2019_____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for

identification purpose and must be labeled or marked as confidential or its equivalent Confidential Information will be subject to the requirements of Nevada's public record laws, NRS Chapter 239.
"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at http://www.motorolasolutions.com/softwarepolicy describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to

additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at http://www.motorolasolutions.com/softwarepolicy and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not

affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under 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. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. 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.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order,

Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. 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.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $___**$1,795,708.00**_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the rate of twelve percent (12%) annually. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_____Storey County, Nevada _____
Address:_____26 South B Street P.O. Box 432 Virginia City, Nevada 89440
Phone:_____775-847-0968_____
Email:_____ info@storeycounty.org_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____ Storey County, Nevada _____
Address:_____ 26 South B Street Virginia City, Nevada 89440 _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and

access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will

promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services 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. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, 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. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to the First Judicial District Court in and for the State of Nevada. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the First Judicial District Court of the State of Nevada over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be

construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer as the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the

Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER MOTOROLA OR CUSTOMER WILL BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA OR CUSTOMER PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. 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.

Customer will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any Customer breach of contract, negligence, strict liability in tort indemnification or otherwise will be limited to the direct damages recoverable under law but shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Motorola, for the Fiscal Year budget in existence at the time of the event giving rise to liability. This limitation on liability survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for

a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party subject to the requirements of Nevada's public records act, i.e., NRS Chapter 239; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.
16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential,

will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. 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. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its

employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. 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. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

17.14. PUBLIC RECORDS REQUIREMENT. Pursuant to NRS 239.010, records received from Motorola may be open to public inspection and copying. Customer has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Motorola is responsible for clearly and prominently marking any records provided to Customer which it determines is a "trade secret", "proprietary" or "confidential". Motorola thereby agrees to indemnify and defend Customer for honoring such a designation. The failure to so label any document that is released by Customer shall constitute a complete waiver of any and all claims for damages caused by any release of the records not so marked..

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Storey County

By: _____

Name: _____

Title: _____

Date: _____

Storey County Fire Protection District

By: _____

Name _____

Title: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____Storey County, Nevada_____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

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Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information and Public Records requirements apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

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Notices are described in the Primary Agreement.

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13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

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13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of equipment from Staging;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

Exhibit C

Technical and Implementation Documents

C-1 "System Description" dated 11/12/2019

SYSTEM DESCRIPTION

System Overview

Motorola Solutions, Inc. ("Motorola") is proposing to upgrade Storey County's existing radio dispatch consoles, radio infrastructure, and subscriber radios.

Scope of this proposal includes upgrading the existing Centracom Gold Elite dispatch subsystem with three new MCC 7500E radio dispatch consoles, which will connect to a new Motorola ASTRO 25 K-Core. A description of the console features and benefits, system architecture, and hardware components are provided in later sections of this proposal.

Storey County is currently using an Analog three-site multicast RF infrastructure. Motorola is also proposing an upgrade to this existing RF infrastructure with a new four-site Digital Conventional Simulcast sub-system. The proposed sub-system includes two VHF digital conventional channels.

This will provide Storey County with enhanced radio coverage and a better user experience. The simulcast system will provide wide area roaming without the need for the mobile or portable radio user to switch the radio from one site to another as they roam. The proposed sites in this new simulcast system are as follows:

Table 1-1: RF sub-sites information

Site Name	Site Type	Latitude	Longitude	Tx/Rx Antenna	Antenna Gain	Tx/Rx Ant Height
Pond Peak	Simulcast Sub-site	39°39'06.4"N	119°27'50.9"W	Omni-directional antenna	3dBd	45ft
Ophir Peak		39°19'06.8"N	119°40'11.3"W			30ft
USA Parkway		39°28'51.2"N	119°23'39.4"W			45ft
Como		39°11'50.2"N	119°29'24.8"W			50ft

The system will be deployed as a vote-scan solution. Due to distance between sites, specifically between Pond Peak and the other three sites, coverage issues on the outbound signal occur. This is because as signals from different sites reach some locations, they arrive out of phase from each other, but with enough strength to impact each other. Vote-scan allows the design to provide enhanced coverage by eliminating the phasing issues. In a standard simulcast design, a specific channel at all sites would transmit at the same time (adjusted for launch delay) on the same frequency. In vote-scan, sites that incur phasing issues utilize a different transmit frequency. For the Storey County design, Pond Peak will use separate transmit frequencies than those used by the other three sites. Since Pond Peak will be on a different frequency, it will not interfere with the signals transmitted from the other sites. From the user perspective, the subscriber radios will be placed into scan mode to scan the frequencies used by Pond and that used by the other three sites. While receiving, the subscriber will check to see which frequency has the best signal and lock onto that site for the duration of the call. As such, no user interaction is required in this design.

With the vote-scan design, a total of six frequencies will be required. One frequency per channel will be needed on the inbound side for a total of two frequencies. One frequency per channel will be used across Ophir Peak, USA Parkway and Como and a separate frequency per channel will be used at Pond Peak on the outbound site for a total of four frequencies. Four of the six needed frequencies to be used have been identified by Storey County. This proposal includes evaluating these frequencies at each site using RF spectrum fingerprinting. This evaluation is conducted to identify the noise floor and any interferers at each site allowing Storey County to take further actions to mitigate or eliminate any interference problem. The remaining two frequencies are yet to be identified.

It is assumed that the four RF sub-sites will have connectivity from each site to the new K-Core at the dispatch center. This backhaul is assumed to be provided by Storey County through the existing Quad-County network. It is understood that Ophir Peak, Pond Peak and Como are currently connected to this network. USA Parkway is not currently tied to this network, but will be included outside of this project as a Storey County responsibility.

Backup power is assessed based on the requirement for each site, further details included in a later section of this proposal.

The following diagram shows a high-level illustration of the proposed solution:

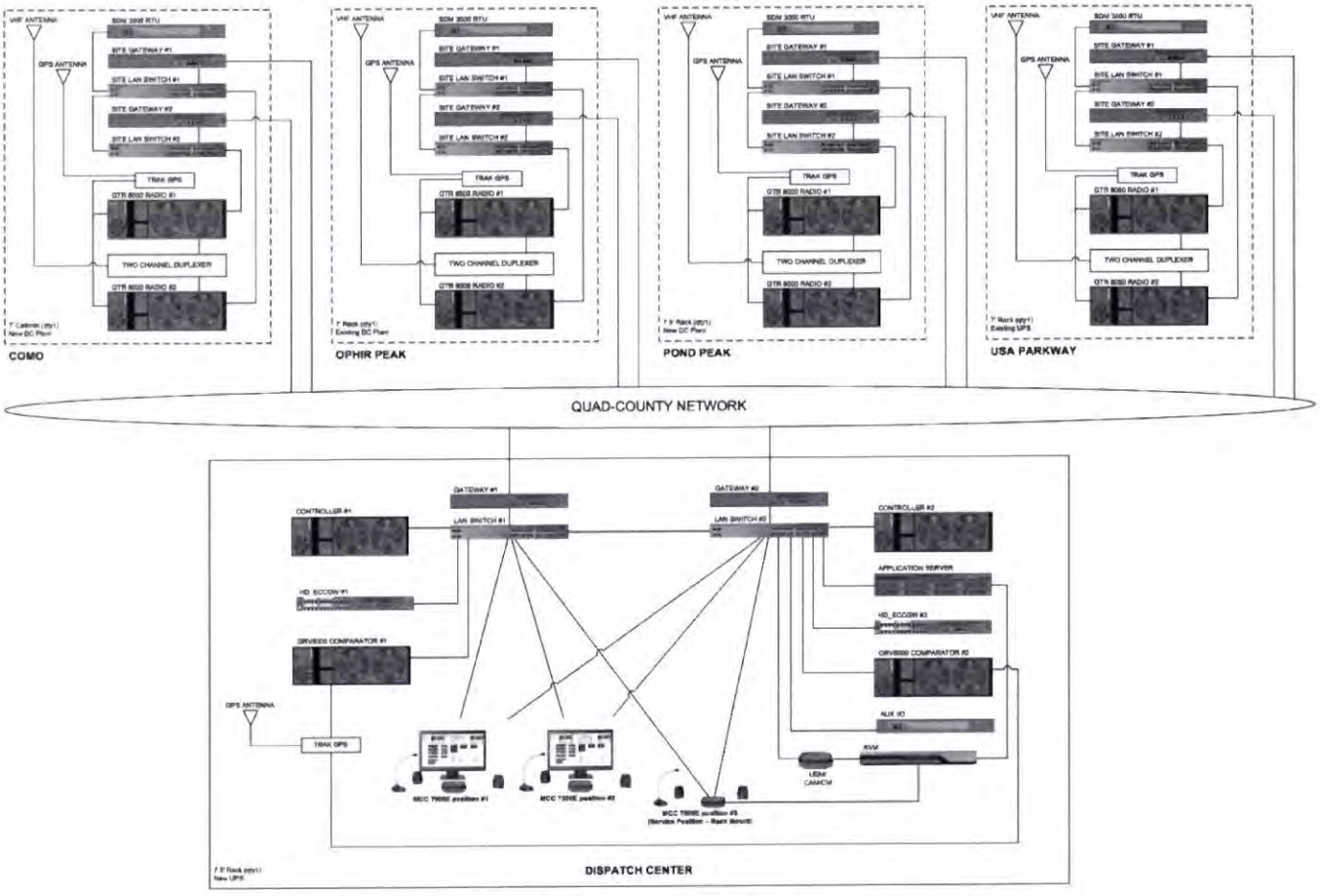


Figure 1-1: Storey County System Diagram

Motorola has also proposal a compliment of new subscriber radios further detailed below to replace current Storey County police, fire and public works radios.

Proposed Equipment

The proposed system is composed of the following equipment:

Dispatch Center equipment

- One (1) A7.18 K2 Conventional Core consists of:
  - Two (2) GCP 8000 Conventional site controllers
  - One (1) Unified Event Manager Application (UEM)
  - One (1) Applications server HP DL380 G9 or newer for UEM
  - Two (2) HPE Aruba 2930F 24G 4SFP+ backhaul switches
  - Two (2) HPE Aruba 2930F 24G 4SFP+ LAN switches
  - Two (2) GGM 8000 Core Gateways
  - Two (2) GGM 8000 8-port Conventional Channel Gateways (CCGWs)
- Three (3) MCC 7500E Dispatch Consoles, each console is comprised of:
  - One (1) HP Z2 Mini Workstation
  - One (1) 22" Tech Global Evolution series non-touch monitor
  - One (1) Audio Interface Module (AIM)
  - Two (2) USB Desktop speakers
  - One (1) Dual-pedal footswitch
  - One (1) Gooseneck microphone
  - Two (2) Headset jacks
  - Two (2) HDST Module base with PTT
  - Six (6) Single muff headsets
  - One (1) Enhanced Instant Recall Recorder (IRR)
- One (1) SDM 3000 Auxiliary Input/Output server
- One (1) Configuration Manager (CM) HP Z2 Mini workstation
- Two (2) GRV 8000 Comparators
- One (1) Belkin KVM switch
- One (1) TRAK 8835 GPS Clock

Note: Two MCC 7500E consoles will be used for radio dispatch while the 3rd console will act as a service console and will be mounted in the equipment room rack.

RF Sub-site equipment

Each of the four (4) sub-sites in the VHF digital conventional Simulcast cell includes the following equipment:

- Two (2) Digital Conventional GTR 8000 Base Radios
- One (1) Two-channel Duplexer
- One (1) SDM 3000 Remote Terminal Unit (RTU)
- Two (2) GGM 8000 Site Gateways
- Two (2) HPE Aruba 2930F 24G 4SFP+ LAN switches
- One (1) TRAK 8835 GPS Clock
- One (1) 3 dB Gain VHF antenna with RF sub-system

Spares

A set of recommended spares has been included in the proposed equipment.

Subscriber Radio Equipment

This proposal includes subscriber radios as listed in the following table. All radios are licensed for P25 Conventional operation with the ability to be later upgraded to P25 Trunking. Each radio also includes Multicast Voting Scan operation to allow for optimal operation within the proposed design. Standard to each radio is Motorola's ADP software encryption capability, allowing for implementation of secure operation.

The proposal include Motorola's APX series of radios. Specifically, the APX 4000 single band and APX 8000XE multiband portables and the APX 4500 single band mobiles.

The APX 4000 portable radios will be configured as model 2 (display with limited keypad) two knob units. Each APX 4000 radio will include a 2800 mA-hr battery, single unit charger and Remote Speaker Microphone (RSM).

The APX 8000XE portable radios, though capable of VHF, UHF and 7/800 MHz operation, will be licensed for operation in the VHF and 7/800 MHz bands. If needed in the future, UHF may be added through a flash upgrade at a later date. The APX 8000 radios will be configured as green model 2.5 (display with limited keypad) and will include a UL2054 Div II 3400 mA-hr battery, single unit charger and a green XE500 RSM.

The APX 4500 mobile radios will be configured as dash mount units and include an O2 control head.

A subset of APX 4000 portable and APX 4500 mobile radios will also include licensing for multikey operation (noted in table below). A standard radio allows for a single encryption key/algorithm to be used at any given time. Multikey allows the radio to use multiple algorithms along with multiple keys within any given algorithm, providing extended secure operations.

Table 1-2: Proposed Subscribers

Radio Type	Radio Model	Quantity
Portable	APX 4000 with Multikey	50
Portable	APX 4000	17
Portable	APX 8000	50
Portable	APX 4500 with Multikey	30
Mobile	APX 4500	57

ASTRO 25 Conventional K2-Core

Motorola proposes our ASTRO® 25 platform with Integrated Voice and Data (IV&D) to provide secure, reliable, and budget–conscious communications for Storey County. Installed worldwide, ASTRO 25 solutions meet and exceed IV&D requirements for day–to–day operations, as well as emergency response in the most demanding situations. ASTRO 25 solutions provide a wireless platform that combines uncompromising, real–world performance and efficiency.

The ASTRO 25 platform provides a Project 25 (P25), standards–based Internet Protocol (IP) solution with a flexible, modular network. ASTRO 25 solutions can be adapted to accommodate additional users, increased geographic coverage, enhanced data applications, and connectivity to other networks—ensuring an efficient and cost–effective solution for decades to come.

The proposed ASTRO 25 solution will provide advanced call processing capabilities designed to meet the needs of public safety. When an emergency involves multiple agencies, first responders can share voice and data communication among their teams. In addition, centralized command and control can deploy resources efficiently, maintain communication securely, and track personnel effectively.

The P25–compliant IV&D operation allows data traffic to seamlessly use existing ASTRO 25 stations, improving in–field efficiency and achieving a better return on investment. Voice is prioritized, allowing mission–critical traffic to always take precedence over data transmissions. The IV&D service creates a data transport layer capable of supporting both industry–standard IP and customer–developed applications. IV&D provides a number of important benefits:

- Conserves valuable airtime.
- Increases communications accuracy.
- Allows queries in the field without involving dispatch.
- Uses the same assets for multiple functions.
- Employs Advanced Messaging Service.

MCC 7500E Radio Dispatch Consoles

Motorola proposes our MCC 7500E dispatch console to provide Storey County with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola designs its consoles to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The proposed console will provide Storey County sophisticated network management and an easy migration to future capabilities. The proposed console will interface seamlessly with the proposed K2 ASTRO 25 system core.

The proposed solution offers Storey County three dispatch positions. Figure 2 below shows an MCC 7500E operator position.



Figure 1-2: MCC 7500E Dispatch Position provides a small form factor, familiar GUI, and advanced features.

Connection to ASTRO 25 K2-Core System

The flexibility of the ASTRO 25 system architecture allows the connection of the proposed console to be suited specifically to Storey County's needs.

Co-Located Dispatch Console

The proposed co-located console site connects to the network through an interface into a subnet associated with the core site gateway routers. Redundant connections to the core are provided from the console site LAN switches and the core LAN switches.

LAN Switches

The site LAN switches provide LAN interfaces for console site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system's configuration manager and service the equipment.

Dispatch Console Solution Components

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in Figure 3. The following list describes the components included in the proposed configuration.



Figure 1-3: MCC 7500E Dispatch Position supports multiple accessories.

Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

Personal Computer (PC)

The PC included with the dispatch position is Windows-based and certified by Motorola.

Computer Display

The dispatch position will use a non-touch 22" computer display.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Two (2) audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

Telephone Headset Interface Port

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and a telephone system.

Redundant Ethernet Connection

The redundant Ethernet connections increase MCC 7500E console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted.

Conventional Base Station Interfaces

The proposed consoles access and control Storey County's digital conventional base stations through the use of Enhanced Conventional Channel Gateways (ECCGW). The console processes audio received from the station and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.

Additionally, the ECCGWs allow for recovery of MDC 1200 and digital signaling, such as unit ID and emergency alarm.

Auxiliary Inputs/Outputs

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware (SDM 3000 Aux IO server) that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles.

Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between Storey County's dispatch and first responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/ Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

Conventional VHF Digital Simulcast

Motorola is proposing an upgrade to the existing radio infrastructure for Storey County with a digital conventional Simulcast cell operating in the VHF spectrum. This Simulcast cell will have two VHF channels that are duplexed at each of the four sub-sites of this cell to minimize the tower loading on each site by utilizing one Tx/Rx antenna.

The radio users on this simulcast system will experience seamless roaming on either of the two channels within the coverage area of this cell without the need to switch channels at each site.

Backhaul Requirements

In order to simulcast the audio from the radio users on the simulcast cell and making the two channels of the cell available for the radio dispatch personnel, the backhaul connectivity needs to meet minimum requirements for successful operation. Storey County is responsible for meeting all of the backhaul requirements in a timely manner.

It has been identified that the existing Quad-County network Layer 2 network will be used for connecting the four sites of the Simulcast cell to the Storey County Dispatch center where the Prime site comparators and the radio dispatch consoles will be located. Motorola's design and proposal is based on the assumption that sufficient capacity and corresponding performance capabilities are available through this backhaul to accommodate the proposed design. Storey County is responsible for the connection between each of the four sub-sites of the Simulcast cell back to the Prime site/Dispatch location and to ensure that the connections meet the following minimum Ethernet specifications:

- 90kbps bandwidth required per talk path
- 40 msec or less end to end network throughput delay
- 5msec or less jitter
- %.1 or less packet loss
- 10msec differential delay between any two subsite/primesite links (required for continuous voting operation).

During site walks, it was found that the Quad-County network consists of single Extreme switches at each node of the system. This is sufficient to provide connectivity between all sites included within this proposal, but a dual switch configuration is recommended to provide box level redundancy at the individual sites. Currently, in the event that the switch at a site were to fail, the microwave loop will reroute and continue to provide communications for the remaining sites, but the affected site will be removed from the system until the failed switch can be repaired/replaced. By placing a second switch at each node, a switch failure will result in traffic rerouting to the redundant switch, allowing the site to remain active. As this is not required nor requested, redundant switches have not been included as part of this proposal.

MPLS Backhaul Recommendations

Currently, the existing backhaul for the Quad-County microwave backhaul is configured as a layer 2 network using Extreme switches. Layer 2 topography tends to have certain performance and scaling disadvantages compared to other networks.

Although not included in the proposed solution, Motorola highly recommends an MPLS based backhaul network. MPLS-based networks reduce the constraints of Layer 2 networks by allowing the addition of new sites to the network by simply configuring the new router for the new location without the need to touch the other devices on the network.

MPLS Benefits in Detail

Network Performance: MPLS allows isolation between the control plane (the decision making engine) and the data plane (the data processing engine). The isolation allows each plane to do what it's best at. All control, flow and route decisions are made by the control plane, and once enacted, the data plane executes those decisions.

Quality of Service *(QoS):* MPLS networks provide you a greater level of control of priorities in your network, allowing each customer network and each application within each network to achieve the needed performance. This also allows the network to be more efficient with its resources and congestion management.

Failure Recovery: MPLS networks are designed with failure in mind. This means that the network already knows what the alternate path is if/when a failure happens. All the rerouting is also done in a make before break fashion to minimize data loss as much as possible.

Why do organizations elect to implement an MPLS wide area network?

Network Performance and Scale. MPLS enables the consolidation of applications onto a single network while providing the mechanism to prioritize the requirements of individual applications. Organizations can optimize their Backhaul or wide area network usage based upon the types of applications communicating across it.

An MPLS network offers organizations that need to prioritize mission critical/time sensitive applications a measurable benefit over traditional configurations in terms of performance. With an MPLS based network although the connection bandwidth could still be 2 Mb/s the actual latency for the highest class will be considerably less as the core network bandwidth and router speeds are much greater. However, reduced latency is not the reason why an organization selects MPLS. Rather, it is the ability to not increase existing latency levels on time sensitive and mission critical applications by guaranteeing each has sufficient bandwidth.

In the case of ASTRO networks, besides the QoS advantages, MPLS provides the critical fast failover recovery during link failures that is required to prevent outages (site trunking), this is not available is typical routed configurations.

Antenna Diagram

At each of the four RF site locations, a single 11.5' antenna will be mounted on the existing antenna structure. This proposal assumes that space and tower loading capacity is sufficient to mount these antennas at the corresponding sites and does not include any costs to test the structural integrity of the antenna structures for such capacity. The following diagram shows the antenna runs for the Tx/Rx transmission lines at each of the four sub-sites:

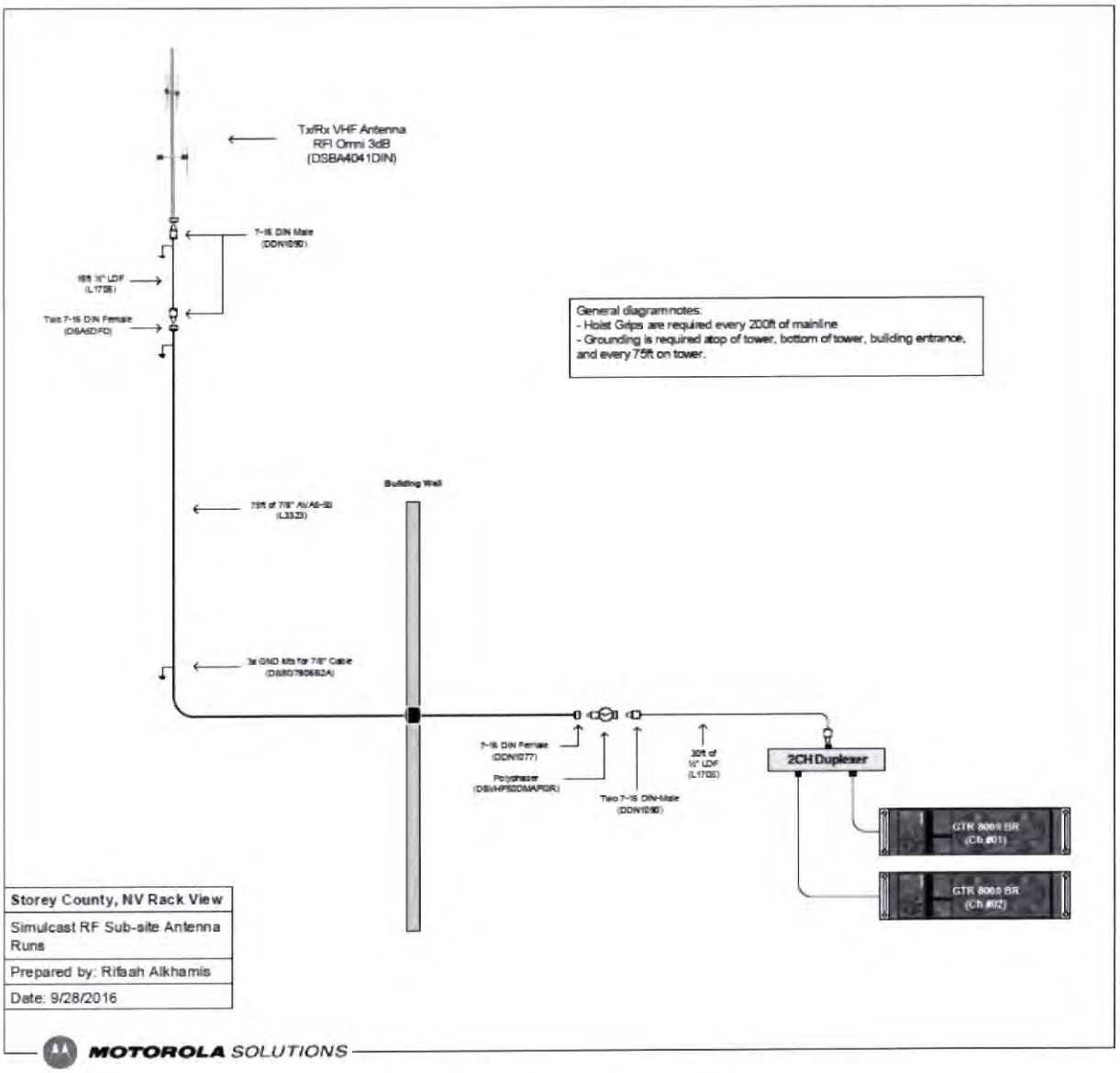


Figure 1-4: RF Sub-site Antenna Runs

Power Requirements

The total power draw and total heat dissipation from the proposed equipment is

- At the dispatch location (backroom): 1.7kW and 7600 BTUs
- At the RF sub-sites:1.2 kW and 3425 BTUs

The equipment provided at the dispatch location will be backed with a 2700W rack-mountable UPS that will protect the rack mounted equipment from temporary power failure for a limited period of time until the existing main building generator starts. The proposed UPS will provide 23 minutes of runtime at full load. In addition, each of the two floor dispatch positions will include a 630W tower UPS to provide backup power, rated at 11 minute runtime at full load.

A new DC plant is included for the Pond Peak RF sub-site. The DC plant consists of an Eltek FlatPack 2 DC system with dual 2kW rectifiers (for N+1 redundancy), AC inverter (for site switches) and a 125Ahr battery plant, supplying up to 3 hours and 45 minutes of backup power at the proposed load.

For the Ophir Peak, USA Parkway and Como locations, Motorola's design and proposal is based on the assumption that the existing DC plants will be used to power the new equipment. Included with this proposal are inverters to provide the required AC power to the proposed switches at such sites. Motorola's design and proposal is based on the assumption that sufficient capacity is available on these DC power plants to accommodate the proposed equipment and does not include any expansions to the existing DC power plants.

Motorola's design and proposal is based on the assumption that sufficient emergency generator and HVAC capacity exists at each site to support the proposed equipment. As such, expansions to these services have not been included within this proposal.

Racking

The proposed equipment at each location will be housed in an open rack. This proposal assumes that existing floor space is available or will be made available to house the new rack at the corresponding locations as detailed below:

- Storey Co Dispatch – Qty one 7' open rack
- Pond Peak – Qty one 7.5' open rack
- Ophir Peak – Qty one 7' open rack
- USA Parkway – Qty one 7' open rack
- Como – Qty one 7' open rack

Radio Management

In addition to the radio system described above, Motorola has also proposed our Radio Management (RM) system.

Overview

RM is a suite of software available through APX Customer Programming Software (CPS) that provides the ability to manage an entire fleet of APX radios through one central database.

RM provides the following functions:

- Manage multiple subscribers simultaneously
- Maintain and access templates remotely in a centralized database server
- Assign multiple radios to share a single template
- View and edit identity information in simple tables
- Search, sort and group radios
- Program radios via wired USB or through WiFi (for WiFi enabled radios)
- Setup remote programming stations
- Program multiple radios from remote locations
- Manage:
  - Templates
  - Voice Announcements
  - Language Packs
  - Firmware

Subscriber units configured to be managed through the RM solution will register with RM when connectivity is available, either via USB or WiFi. When an update is available, it will be sent to the subscriber unit automatically, not requiring service personnel to be present.

RM also allows for the programming of APX radios through differential write. Differential write provides the ability to only write those items within the radio that require changes to be made. In standard programming, the radio requires the entire new codeplug to be written to the radio. Since RM is managing the radio, it is aware of the existing codeplug within the radio and is able to only send those differences between the current and new codeplugs. This process greatly reduces the overall programming time,

RM Components

The RM solution is comprised of four software components, each of which are included as part of the included CPS. The components reside on a customer provided network, requiring IP connectivity between each of the components.

RM Server

The RM server is the central database for the RM solution. It provides the template, radio and codeplug data management along with managing jobs within the database. The RM server size is based on the total number of subscriber units to be managed. Included in this proposal is a Medium Fleet RM server with the ability to manage up to 5,000 units.

Job Processor

The Job Processor is responsible for taking the radio template data and the device specific data (ID's, Radio Alias, IP's, etc.) and combining them to create a device specific codeplug. This process is repeated for each device that is being programmed. A single Job Processor is included on the RM server.

RM Client

The RM Client is the user interface into the RM solution and is integrated in the CPS software. Each RM Client requires a CPS license. One CPS license has been included as part of this proposal. It will be Storey County's responsibility to supply the PC for use as the RM Client.

Device Programmer

The Device Programmer is a process that performs the radio read and write jobs as retrieved from the RM Server using the data created by the Job Processor. The Device Programmer runs on a Windows based PC and can be housed on the same machines as RM Client or run on a dedicated machine. Storey County is responsible for supplying a PC meeting minimum requirements for use as the Device Programmer.

System Design

The proposed RM solution includes the necessary equipment to provide Storey County with the ability to manage the current and future fleet of APX radios. Included as part of this proposal is the following equipment:

- One RM Server
- One CPS License

Each of the RM components will reside on a customer supplied network, with each component having IP connectivity to the RM Server. Though not required, it is assumed that the RM Server will reside within the same equipment rack as the proposed K-Core equipment and will operate with the included KVM. The figure below demonstrates the layout of the supplied equipment.



Figure 0-5: RM Solution Layout

Device Management Services Offer (DMSO) Advanced Services

Radios managed by the RM solution must be licensed individually through a subscription service. Motorola has included our DMSO Advanced Service for a five year term as part of the proposed services. DMSO details and Statement of Work are included in the Device Management Service Offer section of this proposal.

Environmental Requirements

The included equipment will be placed in the K-Core equipment rack. Included in this proposal is a two circuit power strip to be used to power the provided equipment. It is assumed that sufficient power, HVAC and rack space is available for the included equipment. The table below indicates the requirements for each provided piece of equipment.

Table 1-3: Power, HVAC and Rack Space Requirements

EQUIPMENT LABEL	Qty	Extended Watts	Extended BTU/hr	Extended RU
RM Server	1	200	682	1

Design Assumptions

Motorola has made several assumptions in preparing this proposal. Changes in design or scope required due to invalid assumptions or changes in status of sites or existing systems prior to implementation may require a change order and adjustment in price where applicable.

C-2 "Pricing Summary & Equipment List" dated 11/12/2019

PRICING SUMMARY

Please see the pricing summary listed below:

Solution as Proposed

Description	Price
Infrastructure Equipment (NASPO Price)	$632,053
Subscribers Equipment (NASPO Price)	$676,197
Services	$613,446
System Discount for Contract by December 20, 2019	($130,497)
Subscriber Trade-in Credit	($163,200)
System Discount for System/Subscriber bundle with Post Warranty Years 2-8.	($200,000)
TOTAL	**$1,427,999**
Years 2-8 Post Warranty Essential Plus (16% multi-year discount	$367,709
TOTAL WITH OUTYEARS	**$1,795,708**

Extended Support Pricing Detail

Essential Plus Post Warranty Pricing	Price	Multi-Year Discount	Total
Warranty Year (includes DMS Advanced)	Included		
Year 2 (includes DMS Advanced)	$57,868	$(8,684)	**$49,184**
Year 3 (includes DMS Advanced)	$59,249	$(8,867)	**$50,382**
Year 4 (includes DMS Advanced)	$60,672	$(9,054)	**$51,618**
Year 5 (includes DMS Advanced)	$62,139	$(9,246)	**$52,893**
Year 6 (does not include DMS Advanced)	$64,683	$(11,643)	**$53,040**
Year 7(does not include DMS Advanced)	$66,417	$(11,889)	**$54,528**
Year 8(does not include DMS Advanced)	$68,204	$(12,140)	**$56,064**
Total	**$439,232**	**$(71,523)**	**$367,709**

EQUIMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
		Storey County Dispatch
1	SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE
1	CA02259AA	ADD: Redundancy
1	CA02258AC	ADD: APPLICATION SERVER
1	UA00247AA	ADD: UEM LITE SESSION
2	CA01896AB	ADD: BACKHAUL SWITCH
1	CA01663AB	ADD: RACK
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
1	DSF1DC108V	18.5INCH WIDESCREEN RACK CONSOLE WITH 8-PORT KVM
3	DSF1D940106	BELKIN OMNIVIEW ENTERPRISE SERIES - USB KVM CABLE
2	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
4	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DS9PXXR27001023S	UPS, 9PX, 2700W, 120V, SOFTWIRED, 23 MIN RUNTIME RACKMOUNT
1	B1949	MCC 7500E SOFTWARE DVD
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
3	UA00653AA	ADD: BASIC CONSOLE OPERATION
3	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
3	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE
3	UA00661AA	ADD: ENHANCED IRR
3	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
3	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
3	T7885	MCAFEE WINDOWS AV CLIENT
3	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER
3	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
2	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
2	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
2	DSISOBAR6ULTRAHG	SPD, 6 HOSPITAL-GRADE OUTLETS, 15-FT. CORD, 3300 JOULES
6	B1952	SPEAKER, DESKTOP, USB
6	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
6	CA03405AA	ADD: POWER SUPPLY WITH DC CORD

QTY	NOMENCLATURE	DESCRIPTION
6	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
3	B1941	USB AUDIO INTERFACE MODULE
2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
3	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
5	B1913	MCC SERIES HEADSET JACK
5	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
15	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
2	DS9PXXT0630N011S	UPS, 9PX, 630W, 120V, SOFTWIRED, 11MIN RUNTIMETOWER
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	T7885	MCAFEE WINDOWS AV CLIENT
1	DDN9748	19 INCH BLACK SHELF
1	T8341	GRV 8000 COMPARATOR
1	CA03084AA	ADD: COMPARATOR
1	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
1	CA03317AA	ADD: DIGITAL CONV SIMULCAST SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	T8341	GRV 8000 COMPARATOR
1	CA03084AA	ADD: COMPARATOR
1	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
1	CA03317AA	ADD: DIGITAL CONV SIMULCAST SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 100' COAX W/DONGLE SNMPV3
1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK
1	DSTRAKP002111KIT	ENHANCED FILTER ANTENNA KIT (N CONN) FOR TRAK 9100 AND 8835
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
Ophir Peak		
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER

QTY	NOMENCLATURE	DESCRIPTION
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 100' COAX W/DONGLE SNMPV3
1	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK
1	DSTRAKP002111KIT	ENHANCED FILTER ANTENNA KIT (N CONN) FOR TRAK 9100 AND 8835
2	T7039	GTR 8000 Base Radio
2	X530BG	ADD: VHF (136-174 MHZ)
2	CA01948AA	ADD: CONVENTIONAL SOFTWARE
2	CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
2	X153AW	ADD: RACK MOUNT HARDWARE
2	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	F4544	SITE MANAGER ADVANCED
1	VA00905	ADD:24/48 VDC PS TO SM
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
1	V592	AAD TERM BLCK & CONN WI
1	THN1012	RACK 7' OPEN
2	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DS265503	INVERTER, 1000VA 48VDC/120VAC ESI SERIES 1KVA/800W
1	DS2636H0102	DUPLEXING SYSTEM 137-174 MHZ 2 CHANNEL INPUT ISOLATORS AC
1	DSBA4041DIN	OMNI, EXPOSED DIPOLE ARRAY, 3 DBD, 136-174 MHZ, PIM RATED
1	DSUC12	ANTENNA CLAMPS, KIT OF 2 FOR .75 IN TO 3.0 IN OD
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
100	L3323	AVA5-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE, CORRUGATED COPPER
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE
4	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
30	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
		Pond Peak
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 100' COAX W/DONGLE SNMPV3
1	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK
1	DSTRAKP002111KIT	ENHANCED FILTER ANTENNA KIT (N CONN) FOR TRAK 9100 AND 8835
2	T7039	GTR 8000 Base Radio
2	X530BG	ADD: VHF (136-174 MHZ)
2	CA01948AA	ADD: CONVENTIONAL SOFTWARE
2	CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
2	X153AW	ADD: RACK MOUNT HARDWARE
2	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	F4544	SITE MANAGER ADVANCED
1	VA00905	ADD:24/48 VDC PS TO SM
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
1	V592	AAD TERM BLCK & CONN WI
1	TRN7343	SEVEN AND A HALF FOOT RACK
2	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DS280700	DC SYSTEM FP2 -48/300 BD 19 2BT
2	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE
5	DS236408	BLIND PANEL FP2 HE BLACK G1
1	DS265503	INVERTER, 1000VA 48VDC/120VAC ESI SERIES 1KVA/800W
1	DS502656	25 AMP CIRCUIT BREAKER
1	DS502877	48V 125AH 12V125F ENERSYS BATT SET
7	DS0831061708	CIRCUIT BREAKER 20A SINGLE POLE
1	DS2636H0102	DUPLEXING SYSTEM 137-174 MHZ 2 CHANNEL INPUT ISOLATORS AC
1	DSBA4041DIN	OMNI, EXPOSED DIPOLE ARRAY, 3 DBD, 136-174 MHZ, PIM RATED
1	DSUC12	ANTENNA CLAMPS, KIT OF 2 FOR .75 IN TO 3.0 IN OD
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
150	L3323	AVA5-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE, CORRUGATED COPPER

QTY	NOMENCLATURE	DESCRIPTION
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE
4	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
30	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
Como		
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 100' COAX W/DONGLE SNMPV3
1	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK
1	DSTRAKP002111KIT	ENHANCED FILTER ANTENNA KIT (N CONN) FOR TRAK 9100 AND 8835
2	T7039	GTR 8000 Base Radio
2	X530BG	ADD: VHF (136-174 MHZ)
2	CA01948AA	ADD: CONVENTIONAL SOFTWARE
2	CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
2	X153AW	ADD: RACK MOUNT HARDWARE
2	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	F4544	SITE MANAGER ADVANCED
1	VA00905	ADD:24/48 VDC PS TO SM
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
1	V592	AAD TERM BLCK & CONN WI
1	THN1012	RACK 7' OPEN
2	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DS265503	INVERTER, 1000VA 48VDC/120VAC ESI SERIES 1KVA/800W
1	DS2636H0102	DUPLEXING SYSTEM 137-174 MHZ 2 CHANNEL INPUT ISOLATORS AC
1	DSBA4041DIN	OMNI, EXPOSED DIPOLE ARRAY, 3 DBD, 136-174 MHZ, PIM RATED
1	DSUC12	ANTENNA CLAMPS, KIT OF 2 FOR .75 IN TO 3.0 IN OD
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT

QTY	NOMENCLATURE	DESCRIPTION
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
75	L3323	AVA5-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE, CORRUGATED COPPER
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE
3	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
30	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
		USA Parkway
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 100' COAX W/DONGLE SNMPV3
1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK
1	DSTRAKP002111KIT	ENHANCED FILTER ANTENNA KIT (N CONN) FOR TRAK 9100 AND 8835
2	T7039	GTR 8000 Base Radio
2	X530BG	ADD: VHF (136-174 MHZ)
2	CA01948AA	ADD: CONVENTIONAL SOFTWARE
2	CA01502AA	ADD: ASTRO 25 CONVENTIONAL SIMULCAST SOFTWARE
2	X153AW	ADD: RACK MOUNT HARDWARE
2	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
1	V592	AAD TERM BLCK & CONN WI
1	THN1012	RACK 7' OPEN
2	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DS265503	INVERTER, 1000VA 48VDC/120VAC ESI SERIES 1KVA/800W

QTY	NOMENCLATURE	DESCRIPTION
1	DS2636H0102	DUPLEXING SYSTEM 137-174 MHZ 2 CHANNEL INPUT ISOLATORS AC
1	DSBA4041DIN	OMNI, EXPOSED DIPOLE ARRAY, 3 DBD, 136-174 MHZ, PIM RATED
1	DSUC12	ANTENNA CLAMPS, KIT OF 2 FOR .75 IN TO 3.0 IN OD
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
110	L3323	AVA5-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE, CORRUGATED COPPER
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE
4	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
30	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
		Spares
1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
1	DLN6781	FRU: POWER SUPPLY
1	DLN6972	FRU: DL380 G9 POWER SUPPLY
1	DLN6865	600 GB HARD DRIVE
1	DLN6866	DVD DRIVE
1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 100' COAX W/DONGLE SNMPV3
1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	TYN4011B	FRU: GGM 8000 HD ENH CONV GATEWAY MODULE
1	CLN1868	2930F 24-PORT SWITCH
1	DLN6897	FRU: PA VHF
1	DLN6892	FRU: XCVR VHF V2
1	DLN6898	FRU: FAN MODULE
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
1	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER
1	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
1	B1952	SPEAKER, DESKTOP, USB
1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
1	B1941	USB AUDIO INTERFACE MODULE
1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE

QTY	NOMENCLATURE	DESCRIPTION
1	B1913	MCC SERIES HEADSET JACK
		Subscriber Radios
50	H51KDF9PW6 N	APX 4000 VHF MHZ MODEL 2 PORTABLE
50	QA04865	ADD: TWO KNOB CONFIGURATION
50	Q811	ENH: SOFTWARE P25 CONVENTIONAL
50	H869	ENH: MULTIKEY
50	H885BK	ADD: 3Y ESSENTIAL SERVICE
50	QA02750	ALT: IMPRES LI-ION 2800MAH (PMNN4448)
50	Q387	ADD: MULTICAST VOTING SCAN
17	H51KDF9PW6 N	APX 4000 VHF MHZ MODEL 2 PORTABLE
17	QA04865	ADD: TWO KNOB CONFIGURATION
17	Q811	ENH: SOFTWARE P25 CONVENTIONAL
17	H885BK	ADD: 3Y ESSENTIAL SERVICE
17	QA02750	ALT: IMPRES LI-ION 2800MAH (PMNN4448)
17	Q387	ADD: MULTICAST VOTING SCAN
67	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA
67	PMMN4025A	LTD SMART RSM
50	H91TGD9PW6 N	APX 8000 ALL BAND PORTABLE MODEL 2.5
50	QA02006	ENH: APX8000XE RUGGED RADIO
50	QA01427	ALT:APX 8000 HOUSING GREEN
50	Q806	ADD: ASTRO DIGITAL CAI OPERATION
50	Q58	ADD: 3Y ESSENTIAL SERVICE
50	QA05509	DEL: DELETE UHF BAND
50	H35	ADD: CONVENTIONAL OPERATION
50	Q387	ADD: MULTICAST VOTING SCAN
50	PMMN4106D	XE500 HIGH IMPACT GREEN, CHANNEL KNOB, XTREME TEMPERATURE CABLE
50	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
20	M22KSS9PW1 N	APX4500 VHF
20	G299	ADD: 1/4 WAVE ROOF TOP 150.8-162
20	W22	ADD: STD PALM MICROPHONE APX
20	G142	ADD: NO SPEAKER NEEDED
20	G66	ADD: DASH MOUNT O2 WWM
20	GA00804	ADD: APX O2 CONTROL HEAD
20	G444	ADD: APX CONTROL HEAD SOFTWARE
20	W969	ADD: MULTIKEY
20	G24	ADD: 3Y ESSENTIAL SERVICE
20	Q811	ADD: SOFTWARE P25 CONVENTIONAL
20	GA00235	ADD: NO GPS ANTENNA NEEDED
20	W12	ADD: RF PREAMP
20	G387	ADD: MULTICAST VOTING SCAN

QTY	NOMENCLATURE	DESCRIPTION
10	M22KSS9PW1 N	APX4500 VHF
10	G299	ADD: 1/4 WAVE ROOF TOP 150.8-162
10	W22	ADD: STD PALM MICROPHONE APX
10	G142	ADD: NO SPEAKER NEEDED
10	G66	ADD: DASH MOUNT O2 WWM
10	GA00804	ADD: APX O2 CONTROL HEAD
10	G444	ADD: APX CONTROL HEAD SOFTWARE
10	W969	ADD: MULTIKEY
10	G24	ADD: 3Y ESSENTIAL SERVICE
10	Q811	ADD: SOFTWARE P25 CONVENTIONAL
10	GA00235	ADD: NO GPS ANTENNA NEEDED
10	W12	ADD: RF PREAMP
10	G387	ADD: MULTICAST VOTING SCAN
20	M22KSS9PW1 N	APX4500 VHF
20	G299	ADD: 1/4 WAVE ROOF TOP 150.8-162
20	W22	ADD: STD PALM MICROPHONE APX
20	G142	ADD: NO SPEAKER NEEDED
20	G66	ADD: DASH MOUNT O2 WWM
20	GA00804	ADD: APX O2 CONTROL HEAD
20	G444	ADD: APX CONTROL HEAD SOFTWARE
20	G24	ADD: 3Y ESSENTIAL SERVICE
20	Q811	ADD: SOFTWARE P25 CONVENTIONAL
20	GA00235	ADD: NO GPS ANTENNA NEEDED
20	W12	ADD: RF PREAMP
20	G387	ADD: MULTICAST VOTING SCAN
20	M22KSS9PW1 N	APX4500 VHF
20	G299	ADD: 1/4 WAVE ROOF TOP 150.8-162
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20	G142	ADD: NO SPEAKER NEEDED
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20	G24	ADD: 3Y ESSENTIAL SERVICE
20	Q811	ADD: SOFTWARE P25 CONVENTIONAL
20	GA00235	ADD: NO GPS ANTENNA NEEDED
20	W12	ADD: RF PREAMP
20	G387	ADD: MULTICAST VOTING SCAN
17	M22KSS9PW1 N	APX4500 VHF
17	G299	ADD: 1/4 WAVE ROOF TOP 150.8-162
17	W22	ADD: STD PALM MICROPHONE APX

QTY	NOMENCLATURE	DESCRIPTION
17	G142	ADD: NO SPEAKER NEEDED
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17	GA00804	ADD: APX O2 CONTROL HEAD
17	G444	ADD: APX CONTROL HEAD SOFTWARE
17	G24	ADD: 3Y ESSENTIAL SERVICE
17	Q811	ADD: SOFTWARE P25 CONVENTIONAL
17	GA00235	ADD: NO GPS ANTENNA NEEDED
17	W12	ADD: RF PREAMP
17	G387	ADD: MULTICAST VOTING SCAN
Radio Management		
1	DSSUBSERVER3	RACK MOUNT WINDOWS SERVER
1	HKVN4289A	SOFTWARE,APX CPS DOWNLOAD - CURRENT VERSION
1	DSF1D940106	BELKIN OMNIVIEW ENTERPRISE SERIES - USB KVM CABLE

STATEMENT OF WORK

Introduction

Motorola will install and configure the proposed equipment summarized in the attached System Description and Equipment List. The following table describes the project tasks and responsibilities involved throughout the lifecycle of the project.

Prior to starting any equipment installations, Motorola and Storey County shall conduct a site readiness review to examine existing work, or work performed by others, that is required to support the proposed design.

Implementation services included as part of this proposal are based on a single mobilization and will occur between normal business hours, Monday – Friday, 8:30am-5pm. Should Storey County require services to occur during non-business hours, additional costs may apply and will be handled via the change order process.

Assumptions

Motorola has based the system design on information gathered through the development of the proposed solution and services. Should Motorola's listed assumptions throughout this proposal be deemed incorrect or not agreeable to Storey County, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

3-1: Project Tasks and Responsibilities

Tasks	Motorola	Storey County
Project Initiation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Schedule kickoff meeting.	X	
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Hold regular project status meetings as agreed upon; record and distribute meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola.	X	
Maintain responsibility for Customer's vendors and issues outside of Motorola's control.		X
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion document	X	
Upon completion of tasks, approve project milestone completion documents.		X

Tasks	Motorola	Storey County
Project Kickoff / Design Review		
Conduct site evaluations to determine site readiness to accommodate proposed equipment including space, power, site grounding, and general Standards and Guidelines for Communication Sites (R56).	X	X
Submit site evaluation report and advise Customer of any site conditions that will need to be addressed by Customer prior to installations.	X	
Assume responsibility for resolution of site deficiencies not specifically identified as a Motorola responsibility.		X
Complete the forms required for frequency coordination and licensing.	X	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Perform Spectrum Fingerprint survey at each RF site to determine noise floor and identify potential interference sources.	X	
Mitigate identified interference by eliminating sources or other methods.		X
Provide backhaul connectivity between all sites to the Motorola site routers that meets all of the requirements detailed in System Description and design documents.		X
Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.	X	
Introduce team, review roles, and decision authority.	X	X
Review Customer's operational requirements, project scope and objectives.	X	X
Review the Design Documents and Statement of Work.	X	X
Develop cutover plan and document final cutover process.	X	X
Develop or update mutually agreed upon detailed project schedule (Performance Schedule).	X	X
Review safety, security, and site access procedure.	X	X
Provide details concerning the heat load and power requirements for the new equipment.	X	
Update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	X
Equipment Storage		
Provide secure warehousing.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Site Access		
Provide access to sites.		X
Obtain all required permitting.		X

Tasks	Motorola	Storey County
Installation		
Deliver solution equipment to installation location.	X	
Provide adequate HVAC, commercial power, emergency power, grounding, lighting, and surge protection based upon Motorola's Standards and Guidelines for Communication Sites (R56).		X
Supply interior building cable trays, raceways, conduits, and wire supports not specifically identified as a Motorola responsibility.		X
Install all proposed equipment as outlined in the System Description and Equipment List based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and applicable state/local codes in effect upon the date of Contract Execution.	X	
Provide CEN (Customer Enterprise Network) interface to Radio Management server location.		X
Provide RM device client and programming computer(s)		X
Provide cable supports and penetrations as required to support antenna installations	X	
Install RF and GPS antennas, including supplying and installing mounts as required.	X	
Bond installed equipment to the provided ground system.	X	
Label installed equipment, racks, and cables.	X	
Perform audit of installed equipment to ensure compliance with requirements and R56 installation standards.	X	
Remove and transport decomissioned equipment to customer location as agreed upon.	X	
Dispose of decomissioned equiment.		X
Interface and Configuration		
Program and configure dispatch consoles based on agreed upon design documents.	X	
Interface site gateways to Storey County/Quad County backhaul network.	X	
Interface ECCGWs to eight existing conventional resources at dispatch site.	X	
Interface ECCGWs to existing analog logging recorder.	X	
Interface existing alarms and doors to Aux I/O controller.	X	
Subscriber Radio Services		
Develop mobile and portable programming templates (2-sheriff & 2-FD)	X	
Program sample radios with approved templates and deliver for evaluation by Customer.	X	
Approve templates.		X
Program the portable and mobile radios identified in the equipment list in accordance with the programming templates. A "one-time only" programming is included in the project pricing.	X	

Tasks	Motorola	Storey County
Provide a suitable covered area with necessary electrical access to perform installs and removals on site.		X
Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule at a Storey County location.	X	
Provide access to a minimum of ten vehicles per day for installations according to the project/installation schedule. Additional installation charges will be required for delays due to lack of access to vehicles.		X
Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. If applicable, plug the old antenna hole with an appropriate rubber plug.	X	
Remove the existing mobiles from the vehicle at the time of installation of the new radios	X	
Distribute portable radios to end users.	X	
System Optimization and Testing		
Verify that all audio and data levels are at factory specified settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or in the System Description.	X	
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing, repeat that particular task after Motorola determines that corrective action has been taken.	X	
Document the results of the acceptance tests and present to Customer for review.	X	
Review and approve final acceptance test results.		X
Resolve any minor task failures before Final Project Acceptance.	X	
Training		
Coordinate and schedule training.	X	
Provide training facilities.		X
Provide one session of MCC7500 Supervisor training and two sessions of MCC7500 Operator training (up to 8 hours total).	X	
Attend proposed training classes		X
Transition to Service		
Review the items necessary for transitioning the project to service.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	

Tasks	Motorola	Storey County
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Finalize Documentation		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: - Site Block Diagrams - Site Equipment Rack Configurations - ATP Test Checklists - Functional Acceptance Test Plan Test Sheets and Results - Equipment Inventory List Documentation will be delivered in Adobe PDF format on CD/DVD or USB (2 copies).	X	
Receive and approve documentation.		X
Final Project Acceptance		
Sign the Final Project Acceptance Certificate.	X	X

Either Party may request changes to the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or a change in system configuration the Parties will agree to an equitable adjustment of the Contract Price and will reflect the adjustment in a Change Order. Neither Party is obligated to perform requested changes unless both Parties execute a written Change Order.

DMS ADVANCED SERVICES STATEMENT OF WORK

DMS Advanced Statement of Work Summary

In this Device Management Services tier, a **"do it yourself with Motorola support"** approach will be employed for fulfillment. A Standard Base + Options approach is taken with this package, offering access to Motorola' Radio Management Programming Tool with options for Install/Commissioning, Hosting, and Extended Warranty.

With this package, customers who regularly perform their own creation, provisioning, programming and maintenance of radio attributes, codeplugs, fleetmaps and templates will continue their role. Motorola will provide a subscription to the Radio Management Programming Tool and the customer will then self-maintain their codeplugs/fleetmaps (including any associated jobs) and contact the SSC for failure of the Programming Tool. In order to facilitate a stronger user experience, Motorola designated options to the Standard Base of the Advanced Package. Please see more details below.

DMS Advanced Feature Description Summary

1. Standard Base

The Radio Management 2.0 software provides APX radio provisioning and programming capability with convenience and efficiency provided by value-added features. Updated codeplugs can be stored on the customer's local server or network server, allowing distributed access among many users with a single 'golden' version. Radio downtime is minimized with multi-unit programming. RM architecture has been divided into components (RM Client, RM Server, Job Processor, Device Programmer) which can be placed in a single environment or distributed between host and remote locations.

Basic Tech Support is also provided with the Standard Base, employing a cost-efficient model that is ideal for skilled customers who require only basic break-fix service for Radio Management software and when issues affecting multiple APX radio units arise.

2. OPTION 1 – On Site set up, commissioning and training for either on premise or hosted DMS solution

Motorola will provide on-site deployment and commissioning of the Radio Mgt client and server hardware and software at the customer's location. Motorola will also on-board new DMS radios into the Radio Mgt user database (radios must be made available for on-boarding). Unless otherwise agreed, the customer will purchase and maintain computing hardware for radio programming stations. These Option 1 activities will take place for 2 days typical (with a 1wk maximum), at which point the install/commissioning team will transition remaining work to the customer. Option 1 assumes on-site deployment and commissioning will be occurring at one location. If this activity needs to occur at multiple locations, a customer quote may be necessary.

With Option 1, customer is also entitled to seats in regularly scheduled Radio Management Workshops (RDS 2017) located in Plantation, Florida. Participants will receive user and admin training so they can begin provisioning and programming their APX radio fleet with confidence. Three seats are provided for every 500 radios subscribed to DMS up to a maximum of twelve seats.

3. DMS-Advanced Motorola Roles – Responsibilities

Motorola will:

- Upon a customer call to Motorola Service Desk, a representative will answer to address issues with RM 2.0 programming tool/software,
- Categorize and route issue requests appropriately
- Validate requests against Customer-agreed policies
- Review issue details and ensure required evidence has been recorded
- Approve requests and schedule actions as required
- Implement actions as required and verify with the Customer
- Provide updates to Radio Management software from the core and push to customer client stations

3.1 Advanced OPTION 1-specific responsibilities

Motorola will:

- Provide implementation of (install and configure) the RM application on customer premise and begin commissioning radios in customer's database.
- Allow customer technicians to join deployment and informally learn about RM and how to commission radios

- Handoff radio commissioning to customer technicians and depart (typically within 2 days of hardware installation)
- Provide seats to regularly scheduled RDS2017 Radio Management Workshop in Plantation Florida (3 seats per 500-unit DMS subscription up to a maximum of 12 seats. DMS subscriptions less than the 500-unit minimum allow customer 1 seat to RDS2017 Workshop)
- Provide RM application installation and configuration for customer hardware, if the Customer is utilizing Bring your Own Network and PC and has chosen OPTION 1: Onsite Deployment was selected

4. DMS-Advanced Customer Roles and Responsibilities

The Customer will:

- Provide a list of customer Problem Management contacts
- Coordinate with Motorola to define Problem Management Policies
- Provide Motorola with additional information when required
- Purchase and maintain computing hardware (server and clients) for Radio Management Database and Device Programming stations in accordance with the Radio Management System Planner.
- Be responsible for the security posture of the client, including maintenance as required
- Be responsible for Operating System patching, Antivirus support, and Configuration Mgt as required
- Be responsible for the connectivity between Database server and device programmers.

4.1 Advanced OPTION 1-specific responsibilities:

The Customer will:

- Make all radios available for commissioning by installation commencement
- Have their technicians available to shadow Motorola or Motorola 3rd party representative for the RM hardware & module install
- Have their technicians attend RDS2017 Radio Management Workshop located in Plantation Florida (Motorola will provide seats per method in previous section). Customer will provide travel/lodging for their technicians to RDS2017 Workshop

DMS SLA and Exclusions

5. ADVANCED

- Motorola will provide required Radio Management software licenses required for each radio unit and 3 training seats per every 500 DMS units purchased up to 12 seats total
- Motorola Tech Support will not accept radio programming assistance calls - radio management calls are limited to the correction of defects with the radio management tool.
- Motorola will provide customer access to MOL or MyView Portal (when available) but customer has responsibility for maintaining the current nature of the Portal data. The CSM will assist customer in establishing MOL or MyView accounts, as applicable.

C-4 "Acceptance Test Plan" or "ATP" dated 11/12/2019

ACCEPTANCE TESTING

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that the proposed solution will operate according to its design. A proposed FATP has been included below and will be reviewed and agreed upon during the Design Review.

Coverage verification testing or a Coverage Acceptance Test has not been included in the proposed scope and pricing.

Console Priority

1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned resource. The Console Position has the capability to take control of an assigned voice channel for a channel/talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.040

2. TEST

Step 1. Initiate a call from RADIO-1 on CONVENTIONAL CHANNEL 1. Keep this call in progress until the test has completed.

Step 2. Observe that RADIO-2 receives the call.

Step 3. While the call is in progress, key up CONSOLE-1 on CONVENTIONAL CHANNEL 1.

Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on CONVENTIONAL CHANNEL 1

Step 5. De-key CONSOLE-1.

Step 6. Verify RADIO-2 now receives RADIO-1 audio.

Step 7. End the CONVENTIONAL CHANNEL 1 call from RADIO-1.

Pass____ Fail____

Alert Tones - Conventional Channel

1. DESCRIPTION

Pre-defined alert tones can be transmitted on the selected Radio Resource to subscribers which can alert members of a channel / talkgroup to a particular event or signify to radio users special instructions are to follow. The Console has the ability to send an Alert-Tone signal on selected conventional or talkgroup resources.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVENTIONAL CHANNEL 1
CONSOLE-1 - CONVENTIONAL CHANNEL 1

2. TEST

Step 1. Select CONVENTIONAL CHANNEL 1 on CONSOLE-1.

Step 2. Select Alert Tone 1 and depress the Alert Tone button.

Step 3. Verify that RADIO-1 and RADIO-2 hear Alert Tone 1.

Step 4. Repeat Steps 2-3 for Alert Tone 2 and 3.

VERSION #1.030

Pass____ Fail____

Activity Log - Conventional

1. DESCRIPTION

The MCC7100/7500 Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, Channel, PTT ID and Emergency Call.
The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.
This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be c:\Program Data\MCC7500\MessageMonitorLogs.

SETUP

RADIO-1 – CONVENTIONAL CHANNEL 1
RADIO-2 – CONVENTIONAL CHANNEL 2
RADIO-3 – CONVENTIONAL CHANNEL 3
RADIO-4 – CONVENTIONAL CHANNEL 4

CONSOLE-1 – CONVENTIONAL CHANNEL 1, CONVENTIONAL CHANNEL 2, CONVENTIONAL CHANNEL 3, CONVENTIONAL CHANNEL 4

VERSION #1.060

2. TEST

Step 1. On CONSOLE-1 select the "Show Activity Log" button on the tool bar to open the Activity Log Window.

Step 2. Initiate calls on RADIO-1, RADIO-2, RADIO-3 and RADIO-4 to log call information and verify calls are displayed in the activity log window.

Step 3. Select a logged call in the Activity Log Window and verify that the Channel Control Window (CCW) at the top of the Activity log window changes to the corresponding resource. Verify the dispatcher is capable of responding via the instant transmit button.

Step 4. Open the text file created by the Activity Log and verify call traffic has been archived to the document file.

Pass____ Fail____

Conventional Comparator Voting Display and Control

1. DESCRIPTION

The receive status of all of the sites on the conventional comparator are displayed on the console. These indicators include:
Receiving: This indicates that the site is receiving a signal from a station.
Voted: This indicates that the receive site has been voted for the system.
Vote Disabled: Vote Disable status indicates a site (port) is vote disabled.
Failed: This indicates the failure of the link to the station.

SETUP

RADIO-1 – CONVENTIONAL CHANNEL 1
RADIO-1 - CONVSITE 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1
CONSOLE-1 - Configured with Voting Display and Control

VERSION #1.040

2. TEST

Step 1. Initiate a call from RADIO-1 and verify CONSOLE-1 displays the voted call.

Step 2. On CONSOLE-1, vote disable all repeaters except the CONVSITE 1 repeater. Verify CONSOLE-1 displays "Vote Disabled" on each site. Key RADIO-1 and verify audio does not go through the vote disabled site.

Step 3. Re-enable all the vote disabled sites through CONSOLE-1.

Step 4. Disconnect the site link for CONVSITE 1. Verify that CONSOLE-1 displays "Failed." Key RADIO-1 and verify no audio goes through CONVSITE 1.

Step 5. Reconnect the site link for CONVSITE 1.

Pass____ Fail____

Multi-Select Operation

1. DESCRIPTION

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single channel level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVENTIONAL CHANNEL 2

CONSOLE-1 - CONVENTIONAL CHANNEL 1, CONVENTIONAL CHANNEL 2

VERSION #1.030

2. TEST

Step 1. From CONSOLE-1, create an Msel group with CONVENTIONAL CHANNEL 1 and CONVENTIONAL CHANNEL 2.

Step 2. Transmit on the Msel using the Msel instant transmit button.

Step 3. Verify that RADIO-1 and RADIO-2 hear the call.

Step 4. Initiate a call with RADIO-1.

Step 5. Verify the call is heard on CONSOLE-1 but not on RADIO-2.

Step 6. Initiate a call with RADIO-2.

Step 7. Verify the call is heard on CONSOLE-1 but not on RADIO-1.

Step 8. On CONSOLE-1 dissolve the Msel.

Pass____ Fail____

Alarm Input / Outputs (Aux I/O Option)

1. DESCRIPTION

The alarm inputs of the Aux I/O can be connected to almost any device that requires or can detect a relay closure. These signals can be simulated and monitored in the factory.

SETUP

Connect a multi-meter capable of monitoring closures to the proper pins of the punch block cabled to the Aux I/O. One momentary input and one momentary output should be configured on at least one MCC 7100/7500 console.
CONSOLE-1 - TALKGROUP 1
CONSOLE-1 - SITE - CONSITE 1
Aux I/O punch block pinout:

Aux I/O 1 - pins 26,1
Aux I/O 2 - pins 27,2
Aux I/O 3 - pins 28,3
Aux I/O 4 - pins 29,4

VERSION #1.010

2. TEST

Step 1. Using a shorting wire, simulate a relay closure on an input via the punch block.

Step 2. Verify that CONSOLE-1 momentary input displays the icon designated for an ON_STATE.

Step 3. Remove the shorting wire and verify that CONSOLE-1 displays the icon designated for an OFF_STATE.

Step 4. Connect the meter to the pins to monitor a relay output.

Step 5. Verify that the meter reads an open circuit.

Step 6. Press the output button on the console to initiate a relay closure.

Step 7. Verify that the meter displays a closed circuit.

Pass____ Fail____

Error! Unknown document property name.
Use or disclosure of this **Error! Unknown document property name.** proposal is subject to the restrictions on the cover page.

Conventional Radio Resource Call - Clear Mode

1. DESCRIPTION

Subscribers can communicate to each other through a repeater that is selected via the channel selector on the individual radio.
The signals that are received from the subscriber radio are repeated so that other radios on that channel will be able to hear and participate in the conversation.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-1 - CONVSITE 1
RADIO-2 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVSITE 1

VERSION #1.030

2. TEST

Step 1. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-1.

Step 2. Verify RADIO-2 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.

Step 3. Initiate an CONVENTIONAL CHANNEL 1 call on RADIO-2.

Step 4. Verify RADIO-1 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.

Step 5. Repeat above tests for each repeater channel.

Pass____ Fail____

Error! Unknown document property name.
Use or disclosure of this **Error! Unknown document property name.**proposal is subject to the restrictions on the cover page.

Redundant Site Gateway Failure at a BR Site

1. DESCRIPTION

BR site with redundant Gateways continues to function after losing one of the Gateways.

SETUP

Zone Core
Conventional Subsystem with a BR Site
Radio-1
Radio-2
Conventional Channel-1

All radios and Conventional Channels are members of the same conventional subsystem and are not external to the conventional subsystem.

Conventional channels can be digital or CCGW based Analog, MDC1200, or Mixed Mode.

The test cases may be executed using any of the following methods:
1) Radio-1 to Radio-2 through channels patched at the Console
2) Radio 1 through voting channels routed thru the conventional subsystem in repeat mode to Radio-2
3) Radio-1 to console or console to Radio-2

VERSION #1.010

2. TEST

Step 1. Initiate a Conventional call from Radio-1 on Conventional Channel-1.

Step 2. Verify that Radio-2 receives the audio.

Step 3. Pull the power cords to one of the Gateways at the BR Site.

Step 4. Observe, in the Unified Event Manager that, one Site Gateway has failed.

Step 5. Initiate a Conventional call from Radio-1 on Channel Resouce-1.

Step 6. Verify that Radio-2 receives the audio.

Pass____ Fail____

Error! Unknown document property name.
Use or disclosure of this **Error! Unknown document property name.** proposal is subject to the restrictions on the cover page.

Redundant Conventional Site Link Failure

1. DESCRIPTION

Communication between the Master Site and a Remote Standalone conventional site (CCGW) can take place over dedicated redundant links. The two links between the Master Site and the Remote Standalone Site operate in a redundant mode. The system will switch to the backup link if the main LAN or WAN link fails.

Note: The Primary Site Router, if functional, will always be the active router. The Secondary Site Router will only take over when the Primary Site Router is malfunctioning.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-1 - SITE - CONVCH SITE
CONSOLE-1 - CONVENTIONAL CHANNEL 1
Select a conventional site with redundant links to the Master Site.

VERSION #1.010

2. TEST

Step 1. CONSOLE-1 initiates an conventional call on CONVENTIONAL CHANNEL 1.

Step 2. Observe that RADIO-1 is able to receive and respond to the call.

Step 3. Remove the WAN link from the active router (Primary Site Router) at the Remote conventional site.

Step 4. Initiate a Call with RADIO-1.

Step 5. Observe that CONSOLE-1 is able to receive and respond to the call.

Step 6. Replace the WAN link connection that was removed in step 4.

Pass____ Fail____

Fault Management

Unified Event Manager - Base Views

1. DESCRIPTION

The Unified Event Manager (UEM) in its base configuration provides a number of views. The purpose of this test is to demonstrate the key views available from the UEM.

The Physical Summary and Detail View (Physical Map) and Service Summary and Detail View (Service Map) in previous releases are deprecated and are replaced by the Zone Map. Custom views can be saved and retrieved by other NM Client users.

SETUP

NMclient01 - UEM session up and running.

VERSION #1.010

2. TEST

Step 1. Alarms View: In the navigation pane expand Fault Management and select Alarms. The view displays active alarms for managed resources, displaying impacted managed resources and specific objects on the managed resource along with selected alarm properties.

Step 2. Alarm View Search: Customize the Active Alarms display by selecting the View option from the menu bar, then select Search. Perform a Managed Resource search for channels, site controllers and routers by entering "Contains" and ch, sc, and z00 respectively in the search fields to perform the three separate searches. For each of the three searches a filtered alarm view is displayed that contains alarms for the appropriate device in the search.

Step 3. Network Events View: In the navigation pane expand Fault Management and select Network Events. The view displays recent events reported for managed resources, displaying impacted managed resources and specific object on the managed resource along with selected event properties. Alarming events are base for creating alarm objects.

Step 4. Physical Summary View: In the navigation pane expand Zone Views and Physical, then select Physical Summary View. The Physical Summary View provides an aggregated alarm severity status of the devices located at all subnets in the Zone.

Step 5. Service Summary View: In the navigation pane expand Zone Views and Service, then select Service Summary View. The Service Summary View provides a quick summary of the service status of sites in a Zone, including access to Channel status.

Step 6. Zone Map: In the navigation pane, expand Zone Views and select Zone Map. The Zone Map view provides an aggregated alarm severity status of the devices located at discovered sites in the Zone.

Step 7. Network Database: In the navigation pane select Network Database. The Network Database displays a list of all discovered Managed Resources and Sites. The display includes properties of each resource as well as overall severity of all objects and/or sub resources

Pass____ Fail____

Signoff Certificate

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS: _____ Date: _____

Please Print Name: _____ _____

Initials:

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____ _____

Initials:

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____ _____

Initials:

Please Print Title: _____

C-5 "Performance Schedule" dated 11/12/2019

PROJECT SCHEDULE

The estimated time for completion of the project is eight to ten months from Project Kickoff through Final Project Acceptance. A mutually agreed upon detailed project schedule will be developed by the Motorola's Project Manager upon contract award during the Contract Design Review (CDR) phase of the project.

EXHIBIT D

System Acceptance Certificate

Customer Names: _____

_____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Storey County Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Storey County Fire Protection District Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Storey County Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Storey County Fire Protection District Representative:

Signature: _____
Print Name:_ _____
Title: _____
Date: _____

MAINTENANCE AND SUPPORT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance and Support services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

2. SCOPE

Motorola will provide Maintenance and Support Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, 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.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the

maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. 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 maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained 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 maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. 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 Addendum and applicable SOW.

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

3.1.11 EXCLUDED SERVICES.

a) 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.

b) Unless specifically included in this Addendum, 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.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation 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 Addendum or applicable SOW, 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 Addendum or applicable SOW, 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.

3.1.13 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.

3.2.8 If Customer terminates this service and contractual commitment before the end of the term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the year commitment.

3.2.9 INFLATION ADJUSTMENT. After the end of the first year of the service period in this Addendum, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each service year exceeds five percent (5%), the price for the coming year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price * (actual change in the CPI - 5 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Addendum. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months.

4. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

SUBSCRIPTION SERVICES ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed and currently in force Agreement, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Subscription Services ("Addendum"). The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

The terms of the Addendum, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Addendum and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1. DEFINITIONS

All capitalized terms not otherwise defined in this Addendum shall have the same meaning as defined in the Primary Agreement. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Addendum.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

"Anonymized" means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Addendum, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Addendum; or is explicitly approved for release by written authorization of the disclosing Party. Confidential Information is subject to the requirements of Nevada's public records law, i.e., NRS Chapter 239.

"Customer Data" means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

"Documentation" means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

"Effective Date" means, as applicable, the date of the last signature to include this Addendum., unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

"**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer, in connection with or relating to the Solution and Subscription Services.

"Force Majeure" which means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Licensed Product" means 1) Software, whether hosted or installed at Customer's site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

"Native Data" means data that is created solely by Customer or its agents.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

"Software" means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

"Solution" means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

"Statement of Work" If included, the Statement of Work ("SOW") describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Addendum, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

"Subscription Services" or "Services" means those subscription services to be provided by Motorola to Customer under this Addendum, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

"Users" means Customer's authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2. SCOPE

2.1 **Subscription Services.** Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola ("Incorporated Document(s)"), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in a Statement of Work, as applicable. In the event of a conflict between an Addendum and a Statement of Work, , the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Addendum and Statement of work and any applicable Incorporated Documents.

2.2 **Changes.** Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 **Non-solicitation.** During the term of this Addendum and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3. TERM

3.1 **Term.** Unless a different Term is set forth in the Primary Agreement, or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement renews automatically annually on the anniversary of the Effective Date, unless either Party notifies the other of its intention to not renew the Addendum at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of the Addendum.

3.2 **Minimum Initial Term.** For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Addendum will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Addendum (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Addendum, including non-payment of fees for the renewal period by the anniversary date.

3.3 **Renewals.** The terms and conditions of the Addendum will govern any renewal periods.

4. CUSTOMER OBLIGATIONS. Customer will fulfill all of its obligations in this Addendum, including applicable Statement(s) of Work and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

4.1 Access. To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 Customer Information. If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Addendum. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.3 Risk of Loss. If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

4.4 Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Primary Agreement and unless stated differently in this Addendum or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Addendum will be governed by the terms and conditions set forth in the Primary Agreement.

4.5 Enable Users. Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Addendum prior to allowing Users to access or use Subscription Services.

4.6 Non-preclusion. If, as a result of the Subscription Services performed under this Addendum, Motorola recommends that Customer purchase products or other services, nothing in this Addendum precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5. Subscription Fees.

5.1 **Recurring Fees.** Unless stated differently in an applicable Statement of Work, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

5.1.1 **No Purchase Order Requirement.** For a Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscription agreements.

5.2 **Start Up Fees.** Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

5.3 **Fee Change.** Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

5.4 **No Price Guarantee.** Notwithstanding any language to the contrary, the pricing and fees associated with this Addendum will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.5 **Taxes.** The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 **Acceptance.** The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 **Schedule.** All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 Licensed Products. Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Addendum. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 **Proprietary Rights.** Regardless of any contrary provision in this Addendum, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Addendum is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Addendum does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Addendum.

8. DATA AND FEEDBACK

8.1 **Solution Data.** To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i)

access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 **Customer Data.** To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

8.3 **Feedback.** Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

9 WARRANTY

9.1 **"AS IS".** THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 **Availability and Accuracy.** Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 **Equipment Sale.** Warranty for any equipment sold pursuant to this Addendum will be set forth in the Primary Agreement.

10. DISCLAIMERS

10.1 **Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 **Privacy**. Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Addendum, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 **Social Media**. If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Addendum, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4 **Misuse.** Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11. LIMITATION OF LIABILITY

11.1 **Liability Limit.** 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 Subscription Services provided under this Addendum. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER CUSTOMER OR MOTOROLA WILL BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS ADDENDUM OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA. This limitation of liability provision survives the expiration or termination of this Addendum and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated

by this Addendum may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Customer will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any Customer breach of contract, negligence, strict liability in tort indemnification or otherwise will be limited to the direct damages recoverable under law but shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Motorola for the Fiscal Year budget in existence at the time of the event giving rise to liability. This limitation on liability survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

11.2 **Additional Disclaimers.** MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 **Essential term.** The parties acknowledge that the prices have been set and the Addendum entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

12 DEFAULT AND TERMINATION

12.1 **Default By a Party**. If either Party fails to perform a material obligation under this Addendum, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Addendum which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2 **Failure To Cure.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Addendum. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Addendum as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 **No Refund.** If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 **Cancellation Fee.** If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

12.5 **Return of Discount.** If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 **Return Confidential Information.** Upon termination or expiration of the Addendum, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 **Connection Terminated.** Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

12.8 **Equipment Return.** Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9 **Five Year Term.** Motorola provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13. DISPUTES

13.1. **Settlement.** The parties will attempt to settle any dispute arising from this Addendum (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2 **Litigation.** A Party may submit to the First Judicial District Court of the State of Nevada any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14. SECURITY.

14.1 **Industry Standard.** Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Addendum, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

14.2 **Background checks.** Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

14.3 **Customer Security Measures.** Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

14.4 **Breach Response Plan.** Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. **Treatment of Confidential Information.** During the term of this Addendum, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Addendum or pursuant to the license granted immediately below. Confidential Information is subject to Nevada's public records requirements

15.1.2. **Ownership of Confidential Information.** The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent

permitted by this Addendum.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 **Proprietary Solution.** Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Addendum, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2. **Ownership.** Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Addendum does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Addendum does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.3 **Remedies.** Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Addendum to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from the First Judicial District Court of the State of Nevada in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Addendum, the parties' rights and remedies under this Addendum are cumulative.

16. GENERAL

16.1 **Future Regulatory Requirements.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 **Compliance with Applicable Laws.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Addendum. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's' prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as

may from time to time be required in connection with its activities related to this Addendum. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

16.3 **Audit.** Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

16.4 **Assignability.** Except as provided herein, neither Party may assign this Addendum 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 Addendum 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 Addendum 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. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Addendum.

16.5 **Subcontracting.** Motorola may subcontract any portion of the Subscription Services without prior notice or consent of Customer.

16.6 **Waiver.** Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.7 **Severability.** If the First Judicial District Court of the State of Nevada renders any part of this Addendum invalid or otherwise unenforceable, that part will be severed and the remainder of this Addendum will continue in full force and effect.

16.8 **Independent Contractors.** Each Party will perform its duties under this Addendum as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Addendum will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Addendum will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.9 **Headings.** The section headings in this Addendum are inserted only for convenience and are not to be construed as part of this Addendum or as a limitation of the scope of the particular section to which the heading refers. This Addendum will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.10 **Governing Law.** This Addendum and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Nevada.

16.11 **Notices.** Notices required under this Addendum to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

16.12 **Authority To Execute Addendum.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Addendum and to perform its duties under this Addendum; the person executing this Addendum on its behalf has the authority to do so; upon execution and delivery of this Addendum by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Addendum does not violate any bylaw,

charter, regulation, law or any other governing authority of the Party.

16.13 **Return of Equipment.** Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

16.14. **Survival Of Terms.** The following provisions survives the expiration or termination of this Addendum for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights);; and all General provisions in Section 16.

16.15. **ENTIRE AGREEMENT.** This Addendum, the Primary Agreement, and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

16.14. **PUBLIC RECORDS REQUIREMENTS.** Notwithstanding any other provision of this addendum to the contrary, pursuant to NRS 239.010, records received from Motorola may be open to public inspection and copying. Customer has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Motorola is responsible for clearly and prominently marking any records provided to Customer which it determines is a "trade secret", "proprietary" or "confidential". Motorola thereby agrees to indemnify and defend Customer for honoring such a designation. The failure to so label any document that is released by Customer shall constitute a complete waiver of any and all claims for damages caused by any release of the records not so marked.

In witness whereof, the parties hereto have executed this Addendum as of the Effective Date.

STOREY COUNTY

BY: _____

NAME: _____

TITLE: _____

DATE: _____

MOTOROLA SOLUTIONS, INC.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

STOREY COUNTY FIRE PROTECTION DISTRICT

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BILL TO ADDRESS:

SHIP TO ADDRESS (If applicable):

Name: _____
Address: _____
Address: _____
Phone #: _____
Email: _____
Note: Invoices will be emailed to this address.

Name: _____
Address: _____
Address: _____
Phone #: _____

FINAL DESTINATION (If applicable):
Name: _____
Address: _____
Address: _____
Phone #: _____

Storey County Fire Protection District Board of Fire Commissioners
Agenda Action Report

Meeting date: January 6, 2020 **Estimate of time required:** 15 minutes

Agenda: Consent [ ] Regular agenda [X] Public hearing required [ ]

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1. **Title: FOR POSSIBLE ACTION:** Consideration and possible approval of contract with Motorola Solutions, Inc. for the sale and installation of equipment and software upgrades to the Storey County communication system and for maintenance and support of the upgraded system for a price of $1,795,708.00. That price may change by the time this matter is considered by the Board.

2. **Recommended motion:** I _____ (Commissioner) move to approve the agreement with Motorola Solutions Inc. for the provision and installation of equipment and software to upgrade the Storey County communication system and for the maintenance and support of the upgraded system

3. **Prepared by:** Keith Loomis

4. **Department:** District Attorney's Office **Telephone:** 847-0964

5. **Staff summary:** The proposed contract with Motorola Solutions, Inc., is for the purpose of upgrading the existing communications system of both the County and the Storey County Fire Protection District

6. **Supporting materials:** Proposed Communications and Services Agreement along with associated exhibits and addenda

7. **Fiscal impact:** Significant, see price figure set out above

   Funds Available: Fund: ____ Comptroller

8. **Legal review required:**

   __X__ District Attorney

8. **Reviewed by:**

   ____ Department Head Department Name:

____ County Manager Other agency review: _____

9. **Board action:**

[ ] Approved [ ] Approved with Modifications
[ ] Denied [ ] Continued

Agenda Item No.

Storey County Board of County Commissioners
Agenda Action Report

LIQUOR BOARD

Meeting date: 1/7/20 **Estimate of time required:**

Agenda: Consent [X] Regular agenda [ ] Public hearing required [ ]

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1. **Title:** 1st reading to amend an existing Liquor License for the Union Brewery, 63 N C St., Virginia City, NV 89440 – Requesting to Add Dawn Grant.

2. **Recommended motion:** I recommend the approval of the 1st reading to amend an existing Liquor License for the Union Brewery, 63 N C St., Virginia City, NV 89440 – Requesting to Add Dawn Grant.

3. **Prepared by:** Brandy Gavenda, Administrative Assistant

   Department: SCSO **Telephone: 775-847-0959**

4. **Staff summary**: 1st reading to amend an existing Liquor License for the Union Brewery, 63 N C St., Virginia City, NV 89440 – Requesting to Add Dawn Grant.

5. **Supporting materials:**

6. **Fiscal impact: None**

   Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by**:

   _X__ Department Head Department Name: Gerald Antinoro

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications

   [ ] Denied [ ] Continued

Agenda Item No. 19

STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro
Sheriff

December 17, 2019

To: Vanessa Stephens, Clerk's Office
Pat Whitten, County Manager

Fr: Brandy Gavenda

Please add the following item(s) to the January 7, 2020 Commissioners Agenda:

LIQUOR BOARD

A. 1st reading to amend an existing Liquor License for the Union Brewery, 63 N C St., Virginia City, NV 89440 – Requesting to Add Dawn Grant.

PO Box 498
205 South C Street
Virginia City, NV 89440
Office: (775) 847-0959 Fax: (775) 847-0924

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 01-07-2020 **Estimate of time required:** 0 - 5

Agenda: Consent [ ] Regular agenda [X] Public hearing required [ ]

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1. **Title:** Business License Second Readings -- Approval

2. **Recommended motion:** Approval

3. **Prepared by:** Ashley Mead

   Department: Community Development **Telephone:** 847-0966

4. **Staff summary:** Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted prior to the Commission Meeting. The business licenses are then printed and mailed to the new business license holder.

5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:**

   Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by:**

   X Department Head Department Name: Community Development

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications

   [ ] Denied [ ] Continued

Agenda Item No. 21

Storey County Community Development

110 Toll Road ~ Gold Hill Divide
P O Box 526 ~ Virginia City NV 89440

(775) 847-0966 ~ Fax (775) 847-0935
CommunityDevelopment@storeycounty.org

To: Vanessa Stephens, Clerk's office
Austin Osborne, County Manager

December 30, 2019
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **January 7, 2020** COMMISSIONERS Consent Agenda:

LICENSING BOARD
SECOND READINGS:

A. **Balance Staffing Workforce LLC** - General / 2800 N. Cherryland Ave ~ Stockton, CA
B. **IDRA North America, Inc.**– General / 1510 Ann St ~ Kokomo, IN
C. **Miracle Maids** – Home Business / 829 Pony Express Trail ~ Dayton, NV
D. **Schnabel Foundation Company** – Contractor / 45240 Business Ct. #250 ~ Sterling, VA
E. **Vine Staffing Inc.** – General / 1 E. Liberty St. Ste. 600 ~ Reno, NV

Ec: Community Development
Commissioner's Office
Planning Department
Comptroller's Office
Sheriff's Office