

**SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL
(SNACC)
COOPERATIVE AGREEMENT**

THIS AGREEMENT is made by the Cities of Boulder City, Henderson, Las Vegas and North Las Vegas, the Regional Transportation Commission, the Clark County School District, the County of Clark, the Las Vegas Valley Water District and the Clark County Water Reclamation District, all of which are public agencies in the State of Nevada.

RECITALS:

- A. NRS 277.110 and 277.120 provide that any one or more public agencies may enter into agreement with any one or more other public agencies for the joint exercise of any power, privilege or authority exercised or capable of exercise by any one or more of the public agencies or for joint or cooperative action by the public agencies and may create a separate legal or administrative entity to conduct the joint or cooperative undertaking;**
- B. Each of the parties hereto requires a radio communications system with the capability of communicating within the Southern Nevada area on a regular basis and must communicate with other agencies on a regular basis;**
- C. The parties desire to share in the design and operation of an integrated radio communications system and also desire the greater capacity that can be obtained from a single integrated system rather than a collection of separate systems;**
- D. The cooperation of several agencies resulted in approval by the governing bodies of the County of Clark and the Las Vegas Valley Water District of a cooperative agreement dated September 19, 1995, which formed the Southern Nevada Area Communications Council (SNACC). On June 4, 1996, those parties and the Clark County Sanitation District approved an amended and superseding SNACC agreement. There were also later partial amendments. This Agreement is intended to amend and supersede those prior agreements and to continue SNACC as a separate entity.**

NOW, THEREFORE, the parties agree as follows:

- 1. SNACC Created: There is hereby established, a legal entity to be known as "Southern Nevada Area Communication Council" - (SNACC). SNACC is established pursuant to the provisions of Chapter 277 of NRS. SNACC shall be a separate entity from the members, pursuant to NRS 277.074 and NRS 277.120.**

2. **Boundaries of SNACC:** SNACC's headquarters shall be located within the boundaries of Clark County, Nevada. However, SNACC may locate equipment, sites and operations in other counties and states.

3. **Conferred Functions of SNACC:** The following conferred powers are subject to approval of SNACC board including all items related thereto:

- **Goals and objectives of the entire communications system;**
- **Operating procedures and policies including designation of legal counsel for all SNACC activities;**
- **Budgets and expenditures, including authorized personnel salaries;**
- **Finance, construction, operation and maintenance of such facilities as may be needed to develop and deliver radio services to members;**
- **Acquisition, possession, leasing, encumbrance and disposal of personal and real property including existing backbone systems;**
- **Contract with any Member or other public agency for the provision of services to SNACC;**
- **To contract with non-Member radio users to deliver radio services surplus to the needs of the Members on terms which shall include the right of SNACC upon written notice, to discontinue such delivery in whole or part, in order to supply such radio services to Members;**
- **To have and to exercise the power of eminent domain throughout Clark County, Nevada;**
- **To contract for the services of engineers, attorneys, planners, and financial and other consultants;**
- **To enter into other contracts necessary to the full exercise of its power;**
- **To employ such persons as it deems necessary;**
- **To incur debts, liabilities or obligations subject to limitations herein set forth;**
- **To sue and be sued in its own name;**
- **To obtain state, federal or local licenses, permits, grants, loans, or aid from any agency of the United States, the State of Nevada or any other public or private entity necessary or convenient for the performance of any Conferred Function or the exercise of any of its powers;**
- **Prepare, update and implement a capital improvement plan which shall consider facility needs of SNACC;**

- Administer proceeds to finance facilities in accordance with NRS 277.074 including the issuance of bonds, notes and other indebtedness;
- Facilities improvement;
- All cost center System hardware and software maintenance;
- To perform all other acts necessary or convenient for the performance of any Conferred Function or the exercise of any of its powers.

4. Prohibited Functions and Powers:

a. Except to the extent permitted by applicable law, nothing in this Agreement shall be construed as authorizing SNACC to perform any function or to exercise any power that is not performable or exercisable by at least one of the Members without reference to this Agreement.

b. Except as provided herein with respect to Members, nothing in this Agreement is intended to, nor shall be construed so as to, supersede or restrict the jurisdiction, function or power of any federal, state or local public entity.

5. Governing Body of SNACC: The business and affairs of SNACC shall be conducted by a Board in accordance with Nevada Statutes relating to open meetings and consisting of one (1) representative from each public agency signing this Agreement. Each representative and one alternate shall be appointed by the governing body of the respective agency.

a. The time and place of regular meetings of the Board shall be determined by the Board but no less than once every three months. The chairperson may also call a meeting whenever deemed necessary.

b. For the purposes of conducting the business and affairs of SNACC, and unless otherwise provided in this Agreement, a quorum shall exist if the representatives present constitute a majority of all representatives of entities that are a part of this Agreement. The vote of a majority of all representatives present shall be required for the Board to take action.

c. Each Representative shall hold office from the first meeting of the Board after his or her appointment by the governing body of the Member he or she represents until a successor is selected by the Member and the member so notifies SNACC.

d. Representatives shall not receive compensation from SNACC for services. Representatives may be reimbursed for expenses incurred by such Representative in the conduct of SNACC's business.

e. The Board may adopt from time to time, such rules and regulations for the conduct of the affairs of the SNACC or of the Board as the Board may deem necessary or

desirable. Such rules shall include a requirement that all representatives submit information necessary for the preparation of a budget at such times as the rules provide.

6. **Fiscal Year:** The fiscal year of SNACC shall be July 1 through June 30.
7. **Principal Office:** The principal office of SNACC shall be established by the Board.
8. **Officers:** The Board shall elect a chairperson and vice chairperson, as necessary. Other offices can be elected at a later date as membership increases. Elections shall be held annually during the first week of December and positions shall be held during the calendar year. The officers and all other persons who have charge of any funds or securities of SNACC shall be bonded in such amount as determined by the Board. None of the officers, agents, or employees of SNACC shall be deemed, by reason of their employment by SNACC, to be employed by any of the member Agencies.
9. **Official Records:** The vice chairperson or his designee shall be responsible for keeping the minutes of all meetings of the Board and all other official records.
10. **Withdrawal of Member:** A participant to the Agreement may withdraw from SNACC with 90 days written notice but in no case shall any buy-in costs or annual fees be refunded.
11. **Contribution and Assessments:** SNACC shall designate the common facilities and equipment purchased for the use of entities signing this agreement. The cost of the initial backbone system will be financed through annual user charges charged to each participating agency in this Agreement. Agencies that contribute portions of the backbone system shall be given a reduction in user charges as approved by SNACC.
12. **Operating Budget:**
 - a. The annual operating and capital budget shall be prepared by the designated employee or agency contracted by the Board to provide administrative support to SNACC. A preliminary operating and capital budget shall be submitted annually to the Board by November 15th of each calendar year, and a final operating and capital budget must be adopted by the Board by June 15th of each calendar year.
 - b. The budget shall be prepared in a line item format.

- c. Written line item justification shall be made available to the Board by the designated contracted agency within 30 days of the Board's request.
- d. Any expenditure which exceeds the annual approved budget must be approved by the Board. SNACC shall comply with applicable provisions of Chapter 332 & 338 of the Nevada Revised Statutes regarding purchasing and contracting.
- e. Costs and expenses which are considered to be shared are those incurred for the benefit of all the participants of the Cooperative Agreement.
- f. No party may receive reimbursement for an expenditure unless it receives appropriate approval from the Board for that expenditure.
- g. A radio inventory listing will be distributed by the SNACC Administrator to each participant by May 1st of each calendar year for reconciliation prior to the next fiscal year's invoicing. Each participant will have until June 30th of the calendar year in which the inventory listing was distributed to report any inventory disputes in writing to the SNACC Administrator.
- h. All radio New Service, Deactivation, Reactivation, and Cancellation requests must be made in writing to the SNACC Administrator per the Radio ID Assignment policy.
- i. As of 2012, an annual operating charge of \$185 per radio for those radios identified by the reconciled inventory listing will be assessed and invoiced by August 1st of each calendar year beginning July 1, 2012. The Board shall have the power to raise or lower the annual charge as needed.
- j. The Board retains the right to modify the annual operating charge rate for any given participant for up to a 12-month period, but must do so via an agreement separate from the Cooperative Agreement. The separate agreement may be renewed in additional 12-month periods on an annual basis at the January Board meeting of each calendar year.
- k. The SNACC Administrator shall have the ability to enter into contracts with entities not a participant to the Cooperative Agreement to loan radio ID#s for short-term special events for lawful purposes with the requirement that the requesting entity signs a release indemnifying SNACC.
- l. For any radios added during the fiscal year, the annual operating charge will be prorated into a monthly rate beginning with the next month following the date the radio was added to the SNACC system (ex: radios activated on March 15th would incur a charge effective with April 1st).
- m. Consoles (whether directly connected or stand alone) or radios used strictly for interoperability (a.k.a. "emergency only") as designated by the SNACC Administrator

per the radio inventory listings distributed to the participants will not incur an annual fee effective July 1, 2012 (i.e. a "no fee" service).

n. The Board retains the right to charge fees for radio IDs assigned within the SNACC system initially defined and designated as "no fee" with a formal notice from the SNACC Administrator to the participants during a current fiscal year to be effective with July 1st of the next fiscal year.

o. The Board may enter into contracts with entities either a part of or outside of the Cooperative Agreement for ancillary services and/or utilization of SNACC equipment for lawful purposes.

p. Payment to the designated agency contracted by the Board to provide administrative support to SNACC shall be made within forty-five (45) days of receipt of the invoice.

q. Operating charges for radios deactivated due to cancellation or loss will not be refunded.

r. Each party shall bear its own costs of services or equipment that is incurred solely for the benefit of an individual party, i.e. telephone lines to individual stations, long distance phone calls and mobile radios.

13. Equity Assessment: Any entity that desires to become a part of this agreement and SNACC must receive approval from the SNACC Board as provided in Paragraph 21 and will be eligible to participate in accordance with all terms and conditions of this agreement.

a. The entity will be required to pay an "equity buy-in" fee at the time of joining SNACC. The "equity buy-in" fee is now set at \$1,460 per radio added to the SNACC system for all existing and new participants to the Cooperative Agreement but the Board may set a different fee in later years. Payment to the designated agency contracted by the Board to provide administrative support to SNACC shall be made within forty-five (45) days of receipt of the invoice.

b. The SNACC Board may allow "equity buy-in" fees to be paid in annual installments amortized over three (3) years at five percent (5%) simple interest or as otherwise agreed. At any time during the term of the installment period, the entity may pay to SNACC the balance of the "equity buy-in" fees without penalty.

c. Equity "buy-in" charges for radios deactivated due to cancellation or loss will not be refunded.

d. Radios that have been lost or stolen may not have their ID#s reused for a period of two (2) years. However, if a radio is physically damaged beyond repair, upon the SNACC Administrator's verification of the evidence, the ID#(s) can be reused immediately.

14. Operation and Maintenance of Facilities: The operation and maintenance of SNACC facilities and equipment shall be conducted and/or administered by the SNACC Administrator under the supervision of the Board.

a. Complete books and accounts shall be maintained for SNACC in accordance with generally accepted accounting principles and standards, including compliance with all applicable statutes and regulations.

b. An audit of all funds and accounts of SNACC related expenses shall be conducted annually. The audit must cover the business of SNACC during the full fiscal year. The audit shall be made by a public accountant certified or registered or by a partnership or professional corporation registered under the provisions of NRS chapter 628. Such financial audit shall be conducted in accordance with generally accepted auditing standards.

Communications Equipment Fund:

c. The SNACC Administrator or outside Consultant shall prepare a listing of the capital equipment items owned by SNACC, their projected life expectancy and current replacement cost in December of each year. The Board shall establish the final list of equipment, approve the projected life expectancy and verify the replacement cost. The amount each party should request in its capital plan shall be determined by applying the formula derived for the operating budget in this Agreement against the total annual contribution and shall be submitted to each party's governing body for inclusion in the capital plan within the proper time frame.

d. The funds of SNACC shall be used to defend, indemnify and hold harmless, the officers and employees for actions taken within the scope of SNACC. Nothing herein shall limit the right of SNACC to purchase insurance to provide coverage for any liability.

15. Liabilities of the Authority:

a. The debts, liabilities and obligations of SNACC shall be the debts, liabilities and obligations of SNACC alone and not one of the members.

b. The Board shall have the power and authority to administer the proceeds of revenue bonds, notes and other obligations for the purposes and in accordance with the procedure and requirements set forth in NRS 277.0705 through 277.0755.

c. The Board shall have the power and authority to administer the proceeds of bonds, notes and other indebtedness, and to execute leases, installment sale contracts or

installment purchase contracts for the purposes and in accordance with procedures permitted by law.

16. Dispute Resolutions:

a. Should any dispute arise between any parties concerning the terms of this agreement, the dispute will be presented for resolution to SNACC in accordance with section 5(b) of this Agreement. The decisions of SNACC shall be binding on all parties.

b. It is not the intent of any party to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, the parties will enter into immediate negotiations to rectify the offending clause or clauses. The remainder of this Agreement shall remain in full force and effect.

17. Terms of Agreement:

a. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all other oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this agreement, has been made by any party hereto or its officers, employees, or other agents to induce execution of this Agreement.

Duration:

b. This Agreement shall be effective upon approval by all of the existing SNACC members and shall continue in force and effect until this Agreement is rescinded and SNACC is terminated by a majority vote of its members.

Applicable Law:

c. This Agreement shall be interpreted under the laws of the State of Nevada, including but not limited to, Chapters 41 and 277 of the Nevada Revised Statutes.

Termination:

d. Any party has the right to withdraw from this Agreement by providing express written notice to the other parties in accordance with this agreement. Withdrawal would be effective 90 days after receipt of the notice by SNACC.

e. Amendment. This Agreement may be amended by action taken by the governing board of each party and upon any required approval given, or deemed to be given, by the Attorney General of Nevada.

f. Assignment: Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the parties may not be assigned or delegated without the written consent of all members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the members.

g. No party intends to benefit any person who is not named as a party to this Agreement, nor to assume any special duty to supervise the operations of another party, to provide for the safety of any specific person or to assume any other duty other than that imposed by law.

18. System Assets: Ownership of any item of equipment acquired for use in the operation of the System and Center shall remain with SNACC. Upon the withdrawal of any party, the withdrawing party shall request the remaining parties to purchase the withdrawing party's interest in jointly owned equipment at the rate of the purchase price minus depreciation and abnormal damage, if any. Should the remaining parties not wish to purchase the withdrawing party's interest in any jointly-owned equipment, such equipment shall be disposed of as provided in Chapter 332 or 334 of the Nevada Revised Statutes, and the proceeds divided among the parties in proportion to their original contribution.

19. RADIO FREQUENCIES: Any radio frequencies or other property that is contributed to SNACC by an agency or entity shall be returned to the contributing agency or entity upon the dissolution of SNACC.

20. This Agreement supersedes the September 19, 1995 SNACC Agreement, the June 4, 1996 Agreement and its amendments.

21. ADDING MEMBERS: Additional entities may join SNACC. The new entity's entry into SNACC must first be approved by a two thirds majority of the Board of SNACC. The new member must agree to be bound by this Joint Power agreement and pay the amount set by the SNACC Board in accordance with paragraph 13 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands.

CLARK COUNTY

By:  _____ 6/18/13
Steve Szolak, Chairman Date
Board of County Commissioners

ATTEST:


Diana Alba
County Clerk

LAS VEGAS VALLEY WATER DISTRICT

By: Mary Beth Scow 2-5-13
Mary Beth Scow, President Date
Board of Directors

ATTEST:

Patricia Mulroy
Patricia Mulroy, Secretary to
The Board of Directors

NYE COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
John Koenig
Chair

Attest:

By 
Sandra L. Merlino *Deputy Clerk*
11-16-18

STATE OF TEXAS, COUNTY OF DALLAS



17/10/18

17/10/18

CLARK COUNTY WATER RECLAMATION DISTRICT

By: Larry Brown ^{III} 6/11/13
Larry Brown, Chairman Date

ATTEST:

Diana Alba
Diana Alba
County Clerk

CITY OF LAS VEGAS, NEVADA

By: *[Signature]* 1/20/15
Carolyn Goodman, Mayor Date

ATTEST:

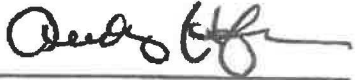
[Signature]
~~Beverly Bridges~~ LuAnn D. Holmes, Acting
City Clerk

APPROVED AS TO FORM

[Signature] 1/15/15
Teresita L. Posticello Date
Assistant City Attorney

CITY OF HENDERSON

Date of City Council Action: July 7, 2015



Andy Hafen
Mayor

Attest:



Sabrina Mercandante, MMC
City Clerk




Bristol S. Ellington
Interim City Manager

Approved as to fiscal impact:



Richard Derrick
Chief Financial Officer

Approved as to form:



Josh M. Reid
City Attorney

Approved as to content:



Patrick Moers
Chief of Police

CITY OF NORTH LAS VEGAS, NEVADA

By: Shari Buck _____
Shari Buck, Mayor Date

ATTEST:

Karen L. Stormis
Karen L. Stormis, CMC
City Clerk

BOULDER CITY, NEVADA

By: *Roger Tobler*
Roger Tobler, Mayor

9/12/13
Date

ATTEST:

Lorene Krumm
Lorene Krumm
City Clerk

REGIONAL TRANSPORTATION COMMISSION OF
SOUTHERN NEVADA

DocuSigned by:
By: Lawrence L. Brown III 1/14/2013
DATE 4 25 8:37A
Lawrence L. Brown III, Chairman Date

ATTEST:
Shavonne Jones

Shavonne Jones Administrative Specialist

