



**CITY OF ELKO
CITY MANAGER
1751 COLLEGE AVENUE
ELKO, NEVADA 89801
(775) 777-7110/FAX (775) 777-7119**

PUBLIC MEETING NOTICE


The Elko City Council will meet in regular session on Tuesday, November 23, 2021 at 4:00 P.M.–7:00 P.M., P.D.T. at the Elko City Hall, 1751 College Avenue, Elko, Nevada and by utilizing **GoToMeeting.com**

Please join the meeting from your computer, tablet or smartphone.

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<https://global.gotomeeting.com/join/390417493>

**ELKO CITY HALL
1751 College Avenue, Elko, NV 89801
Date/Time Posted: 8:30 a.m. P.D.T., Thursday, November 18, 2021**

Posted by: Kim Wilkinson, Administrative Assistant 

The public may contact Kim Wilkinson by phone at (775) 777-7110 or email at **kwilkinson@elkocitynv.gov** to request supporting material for the meeting described herein. The agenda and supporting material is available on the City website at **<http://www.elkocity.com>**

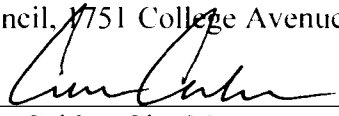
The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: **<https://global.gotomeeting.com/join/390417493>** You can also dial in using your phone at **United States: +1 (669) 224-3412** the Access Code for this meeting is 390-417 493 Public Comment and questions can be received by calling (775) 777-0590 or by emailing **cityclerk@elkocitynv.gov**

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<https://global.gotomeeting.com/join/390417493>

Dated this 18th day of November, 2021

NOTICE TO PERSONS WITH DISABILITIES

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the Elko City Council, 1751 College Avenue, Elko, Nevada 89801, or by calling (775) 777-7110.


Curtis Calder, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T., TUESDAY, NOVEMBER 23, 2021
ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA
<https://global.gotomeeting.com/join/390417493>

CALL TO ORDER

The Agenda for this meeting of the City of Elko City Council has been properly posted for this date and time in accordance with NRS requirements.

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

APPROVAL OF MINUTES: November 9, 2021 **Regular Session**

I. PRESENTATIONS

- A. Presentation and possible approval of the Consolidated Annual Financial Report and Audit for the City of Elko for the Fiscal Year ending June 30, 2021, including but not limited to, Staff response to audit findings, and matters related thereto. **FOR POSSIBLE ACTION**

A representative from Hinton Burdick CPAs will log in to present the City of Elko's Fiscal Year 2020/2021 Financial Report. JB

II. PERSONNEL

- A. Employee Introductions:
- 1.) Samantha Swartzendruber, Part Time Laboratory Technician, Sewer Department
 - 2.) Jonathan Keil, Patrol Office II, Police Department

III. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

- B. Review and possible approval of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review, consideration, and possible approval of a Financing Proposal and Shared Agency Agreement from Motorola Solutions, Inc. for Flex Records Management Software for the Elko Police Department, in the amount of \$258,915.76, and matters related thereto. **FOR POSSIBLE ACTION**

Our current Records Management System (RMS) is paired with the existing Computer Aided Dispatch (CAD) system in place at the Central Dispatch Administrative Authority (CDAA). In conjunction with the Elko County Enhanced 911 Board, the CDAA Executive Board recently voted to replace the existing Tyler Tech CAD System with a Motorola Spillman CAD System. As a consequence, our existing Tyler Tech RMS will not be easily compatible with the new CAD System, creating interoperability problems between local public safety agencies.

The City of Elko believes the Motorola Flex Records Management Software is an ARPA-eligible purchase. However, in the event it is not, approval of the Financing Proposal allows the City of Elko to begin the transition process without any payments becoming due until one (1) year after contract execution. If ARPA-eligible, the entire purchase will be facilitated in December 2022, with no prepayment penalty. If not, the City will budget the annual, interest free lease payment of \$86,305.25 in the next three budget cycles. TT

IV. NEW BUSINESS

- A. Review, consideration, and possible approval of a Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-01R-002, and matters related thereto. **FOR POSSIBLE ACTION**

Anthem Broadband has requested this utility easement be dedicated for public use. The proposed easement crosses the Humboldt River near the Sports Complex. This is in the location of the spare conduit that the City installed along with our irrigation water bore to serve the Sports Complex. BT

- B. Review, consideration, and possible approval of a Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-690-001, and matters related thereto. **FOR POSSIBLE ACTION**

Anthem Broadband has requested this utility easement be dedicated for public use. Anthem Broadband intends to install a fiber optic route within this easement. The proposed easement crosses the Sports Complex parcel, and is north of the ballfields, along the south side of the Humboldt River. BT

- C. Review, consideration, and possible action to accept a letter of resignation from Ms. Tera Hooiman from the Planning Commission, and to further authorize Staff to commence with the standard recruitment process to fill the vacancy on the Planning Commission, and matters related thereto. **FOR POSSIBLE ACTION**

V. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Ratification of the Police Chief issuing a 45-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Leila Welch, Desirae Leininger, and Stefanie Covert, DBA We Cater to You, located at 1250 Lamoille Highway #1045, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review, consideration, and possible approval for Anthem Broadband to occupy approximately 410 feet of City owned conduit crossing the Humboldt River at the Sports Complex, as shown on their plans for the Head End Project. **FOR POSSIBLE ACTION**

Anthem Broadband proposes to install three micro-ducts in the existing conduit. They would occupy two of the micro-ducts, and the third would be for future City use. BT

VI. REPORTS

- A. Mayor and City Council
- B. City Manager
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Financial Services Director
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

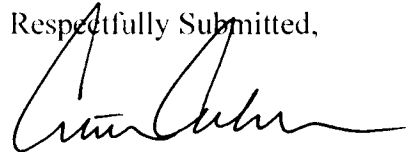
COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

NOTE: The Mayor, Mayor Pro Tempore, or other Presiding Officer of the City Council reserves the right to change the order of the agenda, and if the agenda has not been completed, to recess the meeting and continue on another specified date and time. Additionally, the City Council reserves the right to combine two or more agenda items, and/or remove an item from the agenda, or delay discussion relating to an item on the agenda at any time.

ADJOURNMENT

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Curtis Calder", written over the text "Respectfully Submitted,".

Curtis Calder
City Manager

City of Elko)
County of Elko)
State of Nevada)

SS November 9, 2021

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 PM, Tuesday, November 9, 2021. The meeting was held in the council chambers, 1751 College Ave., Elko and via GoTo Meeting.

This meeting was called to order by Mayor Reece Keener. He stated the agenda for this meeting has been posted for this date and time. The public can participate in person, by phone, tablet, laptop, or computer by registering with the GoTo Meeting link provided in the agenda. Questions can be sent to cityclerk@elkocitynv.gov.

I. CALL TO ORDER

The Agenda for this meeting of the City of Elko City Council has been properly posted for this date and time in accordance with NRS requirements.

II. ROLL CALL

Present:

Reece Keener, Mayor
Chip Stone, Councilman
Clair Morris, Councilman
Giovanni Puccinelli, Councilman

Absent:

Mandy Simons, Councilwoman

City Staff Present:

Diann Byington, Recording Secretary
Jan Baum, Financial Services Director
Curtis Calder, City Manager
Jeff Ford, Building Official
Jim Foster, Airport Manager
Cathy Laughlin, City Planner
Candi Quilici, Accounting Manager
Michele Rambo, Development Manager
Susie Shurtz, Human Resources Manager
DJ Smith, Computer Information Systems Coordinator
Jack Snyder, Deputy Fire Chief
Dave Stanton, City Attorney
Dennis Strickland, Public Works Director
Bob Thibault, Civil Engineer
Scott Wilkinson, Assistant City Manager
Kelly Wooldridge, City Clerk
Jason Pepper, Police Lieutenant
Matt Griego, Fire Chief

III. PLEDGE OF ALLEGANCE

IV. COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action.
ACTION WILL NOT BE TAKEN

Former Mayor Chris Johnson with Citizens for Elko County Schools spoke about the upcoming special election and urged everyone to vote YES on the bond question for the December 14, 2021 election. He handed out a flyer (Exhibit "A") and explained what the yes vote would do for Elko County Schools and the citizens.

Mayor Keener congratulated Jason Logsdon for his award and winning a contest. Veteran's Day will be observed on Thursday and City offices will be closed. Free dump day is scheduled for November 20th.

Dennis Strickland, Public Works Director, said that is our standard fall day. There will be normal hours at the landfill and no commercial vendors. On November 20th we will be taking free refuge for the citizens. This is an effort to curb illegal dumping.

V. APPROVAL OF MINUTES

V.A. Approval of Minutes - October 26, 2021

The minutes were approved by general consent.

Mayor Keener asked for one correction to be made. Replace OCIT with OSIT.

VI. PRESENTATION

VI.A. Reading of a proclamation by the Mayor in recognition of the week of November 14 – 20, 2021 as Nevada Flood Week, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Mayor Keener read the proclamation.

IX. APPROPRIATION

IX.A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve the regular warrants in the amount of \$292,244.52.**

The motion passed unanimously. (4-0)

VII. **CONSENT AGENDA**

Review, consideration, and possible approval of a Memorandum of Agreement between the City of Elko, and the International Union of Operating Engineers, Local 3, and matters related thereto. **FOR POSSIBLE ACTION**

The Lead Records Technician position description was approved by the City Council at the October 12, 2021 meeting. The position reclassification will be added to Exhibit A as part of the current collective bargaining agreement, dated July 1, 2021 through June 30, 2024, placing the Lead Records Technician position in Grade 9 in the OE3 Hourly Wage Schedule. The Memorandum of Agreement, has been included in the agenda packet for review. SS

**** A motion was made by Council Member Stone, seconded by Council Member Morris to approve the consent agenda.**

The motion passed unanimously. (4-0)

VIII. **PERSONNEL**

VIII.A. Presentation of Utah Commission for Professional Fire Officer Development Supervising Fire Officer credential to Deputy Chief Jack Snyder, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Chief Griego read a description of the award (Exhibit "B") and handed Jack Snyder, Deputy Fire Chief, the award.

VIII.B. Presentation of Center for Public Safety Excellence "Chief Fire Officer" professional designation to Fire Deputy Chief Jack Snyder, and matters related. **INFORMATION ONLY – NON ACTION ITEM**

Chief Griego read a description of the award (Exhibit "C") and handed Mr. Snyder the award.

Deputy Chief Snyder thanked his crews and his wife for all the help and support.

VIII.C. Review, consideration, and possible approval to reclassify Jeff Winrod, Airport Facilities Maintenance Technician, to Airport Operations/Maintenance Officer, and matters related thereto. **FOR POSSIBLE ACTION**

Jeff Winrod, Airport Facilities Maintenance Technician, has worked at Elko Regional Airport for over 4 years. Staff requests that Mr. Winrod be reclassified to Airport Operations/Maintenance Officer (Grade 12 of OE3 Hourly Wage Schedule) which more accurately reflects the duties currently performed. Over time, Mr. Winrod's responsibilities have expanded to include airport operations. SS

Susie Shurtz, Human Resources Manager, explained any position reclassifications must go to Council for approval. Jeff has taken on additional duties. This position was originally just a facilities maintenance position and he serves more in an operations capacity now. They just want to reclassify the position to more accurately describe what he is doing at the Airport.

**** A motion was made by Council Member Morris, seconded by Council Member Stone to approve the position reclassification as presented by Human Resources.**

The motion passed unanimously. (4-0)

VIII.D. Review, consideration, and possible approval to recruit for the position of Airport Operations/Maintenance Officer, and matters related thereto. **FOR POSSIBLE ACTION**

The Airport Budget for FY 2021-2022 included approval for an additional Facilities Maintenance position. Staff recommends recruiting for Airport Operations/Maintenance Officer instead of Facilities Maintenance, to better meet the needs of the Airport. The difference in Step 1 hourly rate between the two positions would be \$7.9123/hour. The Airport Fund has sufficient budget to cover the difference.
SS

Ms. Shurtz explained this is not a new position. This position was already approved. They are requesting this position be moved to the same Airport Operations/Maintenance Officer so we have a well-rounded group.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve recruitment for Airport Operations/Maintenance Officer position as presented.**

The motion passed unanimously. (4-0)

IX. APPROPRIATION (Cont.)

IX.B. Review and possible approval of Utility Refunds, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve the Utility Refunds in the amount of \$1,979.20.**

The motion passed unanimously. (4-0)

IX.C. Review and possible approval of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve the General Hand-Cut Checks in the amount of \$97,650.73.**

The motion passed unanimously. (4-0)

IX.D. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve the Print 'N Copy warrants in the amount of \$299.**

The motion passed. (3-0 Mayor Keener abstained.)

IX.E. Review, consideration, and possible approval for the Elko Fire Department to enter into a Professional Service Agreement for Ambulance Billing with Oososharp, LLC, and matters related thereto. **FOR POSSIBLE ACTION**

EFD has been with the ambulance billing firm Intermedix the past 13 years. Intermedix has recently changed their billing structure and the new fee schedule is no longer affordable. Oososharp, LLC has a fee schedule suited for smaller departments. They are also very familiar with the reports needed for the Ground Emergency Medical Transport Program. MG

Chief Griego explained Intermedix has been with them since the inception of the ambulance program. We were looking at rates well above what we were getting in. They did some research and found Oososharp. Their fee rate is cheaper than Intermedix and will be charging a percentage rather than a set fee. Legal has reviewed the agreement and now he was looking for Council approval.

Mayor Keener called for public comment without a response.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to authorize the Elko Fire Department to enter into a Professional Service Agreement for Ambulance Billing with Oososharp LLC.**

The motion passed unanimously. (4-0)

X. UNFINISHED BUSINESS

X.A. Review, discussion, and possible adoption of Resolution No. 29-21, a resolution approving a Memorandum of Understanding (MOU) and Form Contract to be utilized for Cold Weather Shelters during Cold Weather Emergencies, and matters related thereto. **FOR POSSIBLE ACTION**

As a possible means of providing shelter to homeless persons during periods of extreme cold weather Staff is proposing the adoption of a Memorandum of Understanding and a Form Contract that could be utilized to rent hotel/motel rooms under NRS 332.112 on an as-available basis. Resolution 31-20, adopted on December 8, 2020, gives the City Manager and the Assistant City Manager the authority to declare a cold weather emergency and to enter into emergency contracts with shelter providers during cold weather emergencies. SAW

Scott Wilkinson, Assistant City Manager, explained this is basically a repeat of what we did last year. The MOU and the form contract are both included in the packet.

Mayor Keener said one hotel signed up last year. Will they participate again this year?

Mr. Wilkinson answered they have discussed this with several hoteliers that had indicated they were interested in the program but he did not believe any others would be participating.

Mayor Keener asked if FISH was involved in this.

Mr. Wilkinson answered when a cold weather emergency is declared they will put it on their FaceBook. They pass on the information about the availability but they do not participate otherwise. There are a number of individuals at the homeless camp that are hesitant to use the rooms when they are offered. They do not want to leave their tents and property. The costs in the past have been nominal, maybe a few hundred dollars, and we have not had to pay for damages to the rooms. We have had to replace some keys but that was about it. He wasn't sure if this was a great benefit for the residents at the homeless camp.

**** A motion was made by Council Member Morris, seconded by Council Member Stone to adopt Resolution No. 29-21.**

The motion passed unanimously. (4-0)

XI. NEW BUSINESS

XI.A. Consideration and possible action to cancel the December 28, 2021 Elko City Council meeting, and matters related thereto. **FOR POSSIBLE ACTION**

Curtis Calder, City Manager, explained sometimes we hold meetings at that time but he wasn't sure if Council would be available.

Mayor Keener said it sounded like a good idea to him. He asked if anyone had any objections to this. There was no response.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to cancel the December 28, 2021 meeting.**

The motion passed unanimously. (4-0)

XI.B. Review, consideration, and possible approval of a first amendment to Revocable Permit No. 4-20, filed by Ygoa Ltd., to occupy a 658 square feet portion of the Silver and Third Street Right-of-Ways adjacent to their parcel located at 246 Silver Street to accommodate installation of columns and footings to support a new balcony, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is proposing to build a balcony to replicate the original building facade and it structurally cannot be supported by the existing building. The Revocable Permit 4-20 approved on December 8, 2020 was based on preliminary footing sizes and since the approval, the final foundation design has been completed and the footing is larger than previously approved to occupy the Right-of-Way. CL

Cathy Laughlin, City Planner, explained the request and the need for the First Amendment.

**** A motion was made by Council Member Morris, seconded by Council Member Puccinelli to approve the First Amendment to Revocable Permit No. 4-20.**

The motion passed unanimously. (4-0)

XI.C. Review, consideration, and possible approval of Revocable Permit No. 4-21, filed by Dale and Heather Johnson, to occupy +/- 439 square feet of Jennings Way Right-of-Way adjacent to their parcel located at 657 Cortney Drive to accommodate landscaping and a fence, and matters related thereto.

FOR POSSIBLE ACTION

The applicant is requesting the revocable permit for an area which is currently fenced and landscaped as part of their exterior side yard along Jennings Way. CL

Ms. Laughlin explained we did one of these for Engelmeier recently. This license agreement will give him the right to continue to use that property all the way to the back of the sidewalk.

Mayor Keener called for public comment without a response.

**** A motion was made by Council Member Stone, seconded by Council Member Morris to approve Revocable Permit No. 4-21, subject to the execution of the standard license agreement between the applicant and the City of Elko.**

The motion passed unanimously. (4-0)

XI.D. Review, consideration, and possible extension of the Revocable Agreement with The Trac-B Harm Reduction Center for the oversight of a syringe service program at the humanitarian campground, and matters related thereto. **FOR POSSIBLE ACTION**

The local representative for Trac-B is interested in continuing to operate the syringe service program at the humanitarian camp. Pursuant to Section 1 of the Revocable Agreement, the City of Elko may extend the agreement by mutual agreement of both parties. SAW

Scott Wilkinson, Assistant City Manager, explained he talked to the local Trac-B representative about this agreement and that individual indicated that they are not distributing the needles at the camp. He said he would let Trac-B know that he would bring this to Council and recommend that we cancel the agreement. When he talked to the representative in Las Vegas, they indicated they felt this program was important. The proposed agreement was included in the packet with some changes.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to extend the agreement between the City of Elko and Trac-B Harm Reduction Center for a 3-year term with the track changes as indicated on the Revocable Agreement.**

The motion passed unanimously. (4-0)

XI.E. Review, consideration and possible approval of a Land Lease Agreement for Hangar (C8) with La Vaca Cattle Co., a Colorado corporation and matters related thereto. **FOR POSSIBLE ACTION**

La Vaca is the current owner of Hangar C8. The previous agreements had expired and a new lease is required. Additionally, airport ground leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80)

Jim Foster, Airport Manager, explained we had one of these at the last Council Meeting. This is the second of three that will be brought to Council for approval. This one is for LaVaca.

**** A motion was made by Council Member Stone, seconded by Council Member Morris to approve the Land Lease Agreement with La Vaca Cattle Co. for Hangar C8.**

The motion passed unanimously. (4-0)

XI.F. Review, consideration, and possible action to enter into a Lease Agreement with Head Start of Northeastern Nevada, and matters related thereto. **FOR POSSIBLE ACTION**

The previous agreement was for 20 years and expired on April 1, 2018. Head Start has requested to lease the area for another 20-year term. SAW

Scott Wilkinson, Assistant City Manager, stated we are able to consider the request to lease the property under NRS 268.053 and explained how this lease with Head Start fulfills the requirements for the NRS. He proposed a lease with Head Start for 20 years for \$1 per year. This agreement also has a provision where it could be extended for another 10 years.

Mayor Keener thought it was a good idea because the land could not really be used by anyone else.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to enter into a lease agreement with Head Start of Northeastern Nevada.**

The motion passed unanimously. (4-0)

XI.G. Review, consideration and possible action to approve an Agreement to Dedicate Right-of-Way for Errecart Boulevard and South 9th Street between the City of Elko and R. Thomas Tipton, Successor Trustee of the Tipton Family Trust and 5Name, LLC, a Nevada limited-liability company organized and existing under the laws of the State of Nevada, and matters related thereto. **FOR POSSIBLE ACTION**

The Council took action at its meeting on October 19, 2021 to include a possible water line extension through APN 001-730-010 as a part of several water enhancement projects to be funded with American Rescue Plan Act (ARPA) funds. Engineering and dedication of the rights-of-way is required to facilitate the project. The agreement stipulates timelines for completion of the engineering and dedication of the rights-of-way. The rights-of way include the Errecart and South 9th Street alignments in addition to an alignment to connect the water line to the 5200 water zone. SAW

Mr. Wilkinson explained that if Council is inclined to approve this agreement, he would suggest a couple of changes to the agreement as seen in the handout (Exhibit "D"). He went over the proposed changes.

Mayor Keener called for public comment without a response.

**** A motion was made by Council Member Stone, seconded by Council Member Morris to approve an Agreement to Dedicate Right-Way for Errecart Boulevard and South 9th Street between the City of Elko and R. Thomas Tipton, Successor Trustee of the Tipton Family Trust and 5Name, LLC, with proposed revisions on page 2 as presented by staff.**

The motion passed unanimously. (4-0)

XII. REPORTS

XII.A. Mayor and City Council

Mayor Keener reported there is another OSIT meeting coming up. They will be in Elko on the 15th and will have another mini workshop with the Broadband Action Team. They will meet at 9:00 in the Commission Chambers. He and Curtis Calder had a meeting with Joyce Helens from the college last week. They are still interested in the armory but we will have to see how that works out. He reminded everyone of the Veteran's Day Holiday this Thursday. The City Offices will be closed that day.

Councilman Puccinelli thanked Dennis Strickland and Shane Fertig for the tour of the Landfill facility.

XII.B. City Manager

Curtis Calder reminded everyone of the Christmas Party December 10th. The following night is Chief Griego's going away party.

Mayor Keener asked about the pond inspections at the Golf Course.

Mr. Calder answered he heard through James Wiley that the inspection and repair has occurred. Once it is completed the ponds will be refilled. It was part of the warranty and 1-year inspection on the project.

XII.C. Assistant City Manager

Mayor Keener asked about the latest from Union Pacific.

Scott Wilkinson answered we should have the PSA to Council at the next meeting. They finalized the letter agreement to appraise the property. We can't execute that until Council has the ability to consider the Purchase/Sale Agreement. That has been finalized and will be presented at the next meeting.

Mayor Keener asked about the VA Cemetery and if he has had any contact with them.

Mr. Wilkinson answered that he has not.

There was some discussion about an email that discussed naming the VA Cemetery.

XII.D. Utilities Director

Absent.

XII.E. Public Works

Dennis Strickland reminded them of the free dump day and leaf collection. Projects are winding down. VFW is paved. Jennings Way has had a massive hang up with power there. There are still a couple of big paving projects being completed. He wanted to mention the animal shelter and how he had a positive experience there recently.

XII.F. Airport Manager

Mayor Keener asked about I Don't Know Deli and if they are moving in.

Jim Foster answered there has been some activity and they are planning to open by the 19th.

XII.G. City Attorney

No report.

XII.H. Fire Chief

No report.

XII.I. Police Chief

No report.

XII.J. City Clerk

Mayor Keener asked about the new Agenda software.

Kelly Wooldridge answered we are working on it. Every time something gets fixed, something else breaks.

XII.K. City Planner

Cathy Laughlin reported we have been lacking scooters the last couple of weeks. They found a new manager and they should be up and running again soon.

XII.L. Development Manager

No report.

XII.M. Financial Services Director

Jan Baum reported they are finishing up the audit and it should be ready for presentation at the next meeting.

XII.N. Parks and Recreation Director

James Wiley reported they opened the pool last Wednesday and have been open with Winter hours. Regarding the pond liners at the Golf Course, there was an issue with some of the inlets and the out takes where they doubled up the liner. There was some water getting between the two layers. That has been fixed.

Mayor Keener asked about tournament refunds.

Mr. Wiley answered it was for a youth soccer tournament over Memorial Day that was scheduled back in 2020. There was some sponsorship money that they planned to use the following year. We were still dealing with the pandemic last Memorial Day and could not hold the tournament again. The soccer club would like to revisit it all the next Memorial Day but there were the sponsorships written out to the City of Elko. We could not refund the money to the club so we had to refund the sponsors, who will then pass the money over to the club.

XII.O. Civil Engineer

Mayor Keener noted that VFW Drive is almost done.

Bob Thibault reported VFW is finishing up. It has been paved and they just have a little bit of work to do behind the sidewalks and matching some driveways.

XII.P. Building Official

Absent.

XIII. COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. ACTION WILL NOT BE TAKEN

There were no public comments.

There being no further business, Mayor Reece Keener adjourned the meeting.

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Presentation and possible approval of the Consolidated Annual Financial Report and Audit for the City of Elko for the Fiscal Year ending June 30, 2021, including but not limited to, Staff response to audit findings, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 23, 2021**
3. Agenda Category: **PRESENTATION**
4. Time Required: **20 Minutes**
5. Background Information: **A representative from Hinton Burdick CPAs will log in to present the City of Elko's Fiscal Year 2020/2021 Financial Report. JB**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve the Consolidated Annual Financial Report and Audit for the City of Elko for the Fiscal Year ending June 30, 2021.**
10. Prepared by: **Jan Baum, Financial Services Director**
11. Committee/Other Agency Review:
12. Council Action: **Approve the Consolidated Annual Financial Report and Audit for the City of Elko for the Fiscal Year ending June 30, 2021**
13. Council Agenda Distribution:

Elko City Council
Agenda Action Sheet

1. Title: **Review, consideration, and possible approval of a Financing Proposal and Shared Agency Agreement from Motorola Solutions, Inc. for Flex Records Management Software for the Elko Police Department, in the amount of \$258,915.76, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 23, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **10 Minutes**
5. Background Information: **Our current Records Management System (RMS) is paired with the existing Computer Aided Dispatch (CAD) system in place at the Central Dispatch Administrative Authority (CDAA). In conjunction with the Elko County Enhanced 911 Board, the CDAA Executive Board recently voted to replace the existing Tyler Tech CAD System with a Motorola Spillman CAD System. As a consequence, our existing Tyler Tech RMS will not be easily compatible with the new CAD System, creating interoperability problems between local public safety agencies.**

The City of Elko believes the Motorola Flex Records Management Software is an ARPA-eligible purchase. However, in the event it is not, approval of the Financing Proposal allows the City of Elko to begin the transition process without any payments becoming due until one (1) year after contract execution. If ARPA-eligible, the entire purchase will be facilitated in December 2022, with no prepayment penalty. If not, the City will budget the annual, interest free lease payment of \$86,305.25 in the next three budget cycles. TT
6. Budget Information:

Appropriation Required: **\$258,915.76 (no payment due until FY 2022/2023)**
Budget amount available: **N/A**
Fund name: **ARPA or Capital Equipment**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Proposal for Motorola Solutions Flex Software and Motorola Solutions Municipal Lease-Purchase Agreement.**
9. Recommended Motion: **Approve the Financing Proposal and Shared Agency Agreement from Motorola Solutions, Inc. for Flex Records Management Software for the Elko Police Department, in the amount of \$258,915.76.**
10. Prepared by: **Ty Trouten, Police Chief, Elko Police Department**
11. Committee/Other Agency Review: **Curtis Calder, City Manager**
12. Council Action:
13. Agenda Distribution:



Date October 22, 2021

Financing proposal for: City of Elko, NV

Motorola Customer Financing recognizes that each opportunity presents unique issues and characteristics. Therefore, our approach involves understanding our customer's operational goals and financial objectives Should you feel another financing structure is required, Motorola Customer Financing would welcome the opportunity to work with you.

Transaction Type: Municipal Lease-Purchase Agreement / Tax Exempt Financing

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: City of Elko, NV

Amount: \$258,915.76

Down Payment: \$0.00

Balance to Finance: \$258,915.76

Equipment: As per the Motorola Solutions equipment proposal

Title, Insurance, & Maintenance Title to the equipment will vest with the Lessee, and the Lessee will be responsible to insure & maintain the equipment as outlined in the lease contract

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee

Lease Term: Three Years

Payment Frequency: Annual

Lease Rate: *** 0.00%

*** Please note this special financing offer is being subsidized by Motorola Corporate to the bank and such subsidy is limited, subject to change, including elimination, and is only available for financed transactions

Lease Factor: 0.333333

Lease Payment: \$86,305.25

Payment Structure: Arrears

Payment Commencement: First payment due one year after contract execution

Please be advised the rates and payment streams above are valid for lease purchase contracts executed and returned NO LATER than 12/3/2021

Program Highlights: Lease Payments are subject to annual appropriation, so the Lessee DOES NOT pledge its full faith and credit

Low, tax exempt financing interest rates...the most cost effective & convenient way for State & Locals to raise cash

No pre-payment penalties provided payment is made in-full on a regularly scheduled lease payment date

Eliminate miscellaneous financing costs associated with bonding...NO special counsel fees, underwriter's fees, origination costs or reserve fund requirements
Every dollar you borrow gets allocated towards your project.

Qualifications: Receipt of a properly executed documentation package
The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code
Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee
This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

For questions concerning this quote, please contact Paul Mecaskey
Motorola Solutions Credit Company LLC
847-538-3707
pjm@motorolasolutions.com



November 2, 2021

Elko Police Department
1448 Silver Street
Elko, NV 89801
Attn.: Curtis Calder, City Manager
Phone: 775-777-7110

Re: Proposal for Motorola Solutions Flex Software ("Proposal")

Dear City Manager Calder:

Motorola Solutions, Inc. ("Motorola") is pleased to provide the attached Proposal to Elko Police Department. This Proposal is valid until December 30, 2021.

Motorola's Proposal is subject to the terms and conditions of the enclosed "Contract Package" consisting of the Shared Agency Agreement and applicable addenda (collectively, the "Agreement"). You may accept this Proposal by signing the attached Agreement and sending your order to your Motorola Public Safety Solutions Consultant listed below.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. We would be pleased to address any concerns you might have and look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions:

Brian Dunaway
702-375-8334
brian.dunaway@motorolasolutions.com

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in black ink, appearing to read 'Micah Applewhite', written over a horizontal line.

Micah Applewhite
MSSSI VP, Director of Sales

SECTION 1

SHARED AGENCY AGREEMENT



Shared Agency Agreement

This Shared Agency Agreement ("**SAA**") is entered into between Motorola Solutions Inc. ("**Motorola**") and the entity set forth below or in the Primary Agreement (Contract signed on December 7th, 2020 between Motorola Solutions, Inc. (f/k/a Spillman Technologies) and Nevada DPS ("**Customer**" or "**Host Agency**")) and will be subject to, and governed by, the terms of the Primary Agreement and any addendum ("**Addendum**" and collectively, the "**Addenda**") entered into between the Parties, effective as of _____. Capitalized terms used in this SAA, but not defined herein, will have the meanings as set forth in the Primary Agreement.

Section 1: Definitions

- 1.1 **Shared Agency** - A "Shared Agency" is an agency that has purchased or been granted the right and license to use the same copy of the Software currently licensed by Motorola to the Host Agency, as set forth in the Primary Agreement.
- 1.2 **Host Agency** - The "Host Agency" is a current Motorola licensee and customer that is authorized by Motorola and has agreed to share its use of the Software installed at its facilities with the Shared Agency.
- 1.3 **Software** - "Software" means the Flex software licensed hereunder.

Section 2: License

- 2.1 **Grant of License.** Motorola grants to Shared Agency a personal, limited, non-exclusive, non-transferable license to use the same copy of the Software, its documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the Primary Agreement, as well as the terms and conditions specified in this Shared Agency Agreement. The liability cap set forth in Section 12 of the Primary Agreement, as it applies to Shared Agency, shall be the license fees paid by Shared Agency to Motorola. Shared Agency agrees to comply with all such terms and conditions.
- 2.2 **Termination.** This Shared Agency Agreement will terminate automatically if and when the Primary Agreement terminates for any reason. Motorola or the Host Agency may immediately terminate this Shared Agency Agreement and license at any time if the Shared Agency breaches the terms of this Shared Agency Agreement or the Primary Agreement or the terms of Attachment BB - the Motorola Software License Agreement. Upon any automatic or immediate termination, Motorola shall allow the Shared Agency to access and retrieve all data for a period of thirty (30) days after termination. The Host Agency may terminate this Shared Agency Agreement at any time, with or without cause, upon ninety (90) days prior written notice to Motorola and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2.3 **No Assignment.** The Shared Agency may not assign or transfer this SAA to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3.1 **Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This SAA does not entitle Shared Agency to any Motorola services beyond the license to use the Software. Host Agency agreed to notify Motorola and cooperate as reasonably requested by Motorola in the event of any non-compliance by the Shared Agency.
- 3.2 **Warranty.** The Warranty Period for the Software as defined in the Primary Agreement is limited to the remaining time, if any, originally granted under the Primary Agreement.

By signing below, all parties acknowledge and agree that the Shared Agency identified herein will join the undersigned Host Agency's Flex public safety software system as a Shared Agency, in accordance with the terms outlined herein and in the Motorola Software License Agreement (Attachment BB from the



Primary Agreement) attached for reference. All terms are subject to the Host Agency's Purchase and License Agreement with Motorola Solutions, Inc.

Accepted and Approved:

Elko Police Department, NV

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____



ELKO POLICE DEPARTMENT, NV

MOTOROLA SOLUTIONS FLEX SOFTWARE

NOVEMBER

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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SECTION 2

PROPOSAL PRICING

Elko Police Department

Quote Date: 11/2/21

Expiration Date: 12/30/21

Prepared By: Brian Dunaway

This quote includes an initial overall cost estimate for your agency. As we work together to determine your agency's exact needs, we will compile a more detailed price estimate that includes specific modules. Features of this quote include:

- First-year (12 months) maintenance and warranty coverage, which begins at Go-live
- Upgrades and enhancements included as part of annual maintenance, as a standard business practice
- All travel and per diem costs for onsite implementation, installation, project management, and training.

| | |
|--|---------------------|
| Integrated System Core and Master Tables (Hub) | \$49,705.60 |
| Records Management Suite | \$62,382.46 |
| Mobile Software Suite | \$75,213.54 |
| Interfaces | \$58,381.12 |
| Hardware | \$2,269.28 |
| Professional Services | \$101,572.69 |
| Data Conversion- Property and Evidence | \$60,000.00 |
| Warranty/1st-year maintenance and support | Included |
| Total: | \$409,524.69 |
| Nevada Shared Agency Discount | \$87,381.17 |
| Motorola 2021 Discount | \$63,227.76 |
| Total Project Price | \$258,915.76 |
| 2nd Year Maintenance: | \$27,376.06 |

Not Included

***Note:** While the items below are not included in this quote (unless otherwise specified), Motorola Solutions can work with our partners to provide them, based on further discussions of your agency's exact needs.

- Esri desktop and server licensing
- Networking hardware and any required workstations unless listed in the price table above
- Third-party software requirements
- Any applicable taxes



FLEX MODULES & INTERFACES

Flex Hub

At the core of the Flex system is our Integrated Hub, a single-source database where information is referenced by all modules. Using a centralized database, all information is entered, stored, and then extracted in real time from one location.

Hub Modules

Integrated Hub:

- *Master Name, Vehicle and Property Tables* – Store all system information, which can be accessed from one central repository
- *Duplicate Prevention Tools* – Prevent users from duplicating data entry, ensuring accuracy
- *Visual Involvements® (Link Analysis)* – Links an unlimited number of related items and records
- *Message Center* – Supports sending and receiving of agency-wide email and instant messaging and displays scrolling BOLOs and other alerts along the bottom of the screen
- *Reporting* – Includes more than 2,000 preformatted reports that support the tracking and maintenance of critical information
- *Warrant Tracking* – Generates a detailed history of all attempts to serve warrants and tracks each warrant through its lifecycle, including the initial receipt, completion of service, and its return to court
- *Training Database* – Educates users without jeopardizing data on the live system and allows users to log on to the live or training database directly from workstations

Imaging & File Attachments

- Accommodates unlimited file types (i.e., images, sound clips, videos)
- Incorporates media files directly into the records housed in the system

Learning Management System (LMS)

- Provides online training courses on Flex modules
- Great way to train new users and to help seasoned users to brush up on best practices

Interfaces

StateLink – State & NCIC Queries

- Accesses wanted persons information, warrants, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data

Nevada IBR

- Enables agencies to compile detailed, organized crime summary and activity information such as offenses, arrests, and law incidents for submitting IBR reports that meet state and federal standards
- Automatically retrieves data from the Flex system for report generation, saving time and eliminating any manual or redundant efforts to create these reports

Brazos e-Citation

- Allows users to complete e-citations in the state e-citation system and then automatically populate the Flex accident table to allow for easy reporting and analysis

Brazos e-Crash

- Allows users to complete crash reports in the state e-crash system and then automatically populate the Flex accident table to allow for easy reporting and analysis

InSight – Data Sharing

- Multi-system, multi-jurisdictional data sharing
- Allows users to run real-time queries of local agency records on the databases of participating agencies for names, associated images, vehicles, property information, and other records



Flex Records Management

Maximize the use of information throughout the entire records management process while maintaining data integrity and improving efficiency. Flex's Law Records Management System consolidates all law incident records into a single database and allows users to easily generate incident and case management reports. For criminal and non-criminal incidents alike, agencies have the ability to search on and track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, and stolen and recovered property.

RMS Modules

Law Records & Case Management

- Easy report generation on crime analysis, presentation, and archiving saves time and reduces effort for agency personnel
- Reduces errors and duplicate data entry through full integration with the rest of the Flex modules
- Enhances situational awareness, along with officer safety, through automatic visual alerts
- Tracks detailed status information for cases from beginning to end and leverages Involvements® to link information on all persons, property, and vehicles associated with a case

Pin Mapping

- Allows access to any piece of data, record, or a combination of fields from any point on the map
- Provides accurate and timely data to analyze calls for service

Traffic Information

- Delivers consistent, accurate data for shaping sound traffic safety procedures
- Monitors activity on your roadways and generates quantifiable reports for traffic management

Evidence Management

- Maintains complete and accurate chain of custody for all evidence received
- Records changes in location, status, and custodian of evidence items, providing a detailed history item receipt through its release or disposal

Evidence Barcode and Auditing (Includes One (1) Barcode Equipment Bundle)

- Allows for simplified data entry, precise labeling, and hand-held auditing of storage locations
- Enables users to easily inventory and audit evidence using a handheld barcode reader

Equipment Maintenance

- Tracks the condition, location, history, and upkeep of department equipment, enabling easy tracking with organized information
- Calculates operating cost and equipment value, simplifying budgetary decisions and saving time
- Enables easier, quicker buying decisions by tracking warranty, manufacturer, and vendor information

Personnel Management

- Stores and organizes all information in a central repository for easy access
- Prevents redundant entry of information based on system-wide integration, saving users time and preventing duplicate records

Inventory Management

- Simplifies the process of monitoring and replenishing inventory with accurate accounting of supplies
- Update inventory balances, track supplier information, and print preformatted reports



Flex Mobile Data Computing

Flex's CAD, RMS, & Mapping modules are fully integrated with Flex Mobile solution, which allows for access to critical data in real time and improves efficiencies for officers in the field. Because all modules are completely integrated, alerts, warnings, and historical information appear with all relevant records, allowing users to make informed, split-second decisions. Flex's Automated Field Reporting and single search capabilities allow users to instantly search local databases, as well as state and national databases with a single query.

Mobile Modules

Voiceless CAD

- Connects dispatch personnel with field personnel through status updates and the ability to add/view all comments

Mobile Mapping & AVL

- User map viewing options help organize information and enhance situational awareness
- Enables customization for easy viewing, saving time and reducing effort during resource allocation

Mobile Records

- Empowers personnel with universal data access, simplifying the search process in the field
- Mobile personnel can search for records in multiple places without leaving the vehicle or requesting dispatch assistance, saving time and effort

Flex Touch (Smartphone/Tablet)

- Provides access to dispatch information, and receive call assignments using a mobile device
- Searches for name, vehicle, property, and incident records from a mobile device

Mobile State & National Queries

- Allows users to perform state and federal searches simultaneously, saving time by requiring only one query
- Returns include alerts on records containing warnings, and are delivered audibly as well as with visual highlights, appealing to each officer's most effective mode of notification and saving time

Field Report with Field Interview (Also used in Mobile)

- Users can easily navigate fields and drop-down menus using either a touch-screen monitor or keyboard and mouse to record data and conduct field interviews, saving time
- Enables officers to quickly complete forms from their patrol vehicles, eliminating the need to return to the station
- Contains large fields that are easy to navigate with a touchscreen monitor, keyboard, or mouse, streamlining the navigation process and saving time

Arrest Form (Also used in Mobile)

- Integrated with the Mobile Field Report, and completed as part of a related incident record, the Mobile Arrest Form organizes arrest data and saves officers time by populating arrest data into the Flex system
- Users can finalize and save prior to completing the field report, allowing them to focus on their surroundings without losing data



Hardware

Evidence Scanner Bundle- Includes Zebra barcode printer, Datalogic Memoir 10 Barcode Scanner

Professional Services

Implementation Analyst

- Conduct initial business process review (BPR)
- Conduct administration training on all purchased products
- Serve in a lead trainer capacity as required

End User Trainer

- Provide classroom instruction, written exams, and supervised repetition of system use in a training environment

Admin Trainer

- Conduct administration training and setup on all purchased products (this role may be filled by the Implementation Analyst, depending on customer needs)
- Serve in a lead trainer capacity as required

Go-live Assistance

- Project Manager and training personnel provide hands-on assistance before and after Go-live to ensure a successful transition to Flex

Installation Technician

- Install, test, adjust, and perform preliminary configuration of the operating system for Flex
- Manage server configuration, oversee core system installation, and coordinate installation of external interfaces

Warranty / Maintenance / Support

Updates, Enhancements, and Bug Fixes

- As a standard business practice, Flex offers updates and enhancements with the annual maintenance cost
- Customers can take advantage of continually improving technology for the lifetime of the partnership
- Agencies are not required to update their solution when an enhancement is released, and Flex supports up to two versions back

Warranty

- Provides ongoing software maintenance that includes updates, enhancements, bug fixes, and support services

Support Services

- Includes toll-free hotline support, software support, bug fixes, first-year support, and software release updates
- Software is modified to fix identified bugs at no additional cost to the customer
- Conduct training in the Knowledge Center
- Submit support requests 24/7 and track their status from your MySpillman account



Motorola Performed Conversion

Scope of Work:

Data conversion has the following requirements:

- Customer needs to provide legacy data in CSV, Excel, or Access database file format to Motorola before Conversion.
- Law records related to Warrants, Evidence, Incident (Case) Reports, Property and related Name records will be converted into Flex Law records.
- Legacy images and additional attachment documents are in-scope for this conversion.
- Any addresses that are part of the data conversion cannot be Geo Verified. We assume that legacy addresses were already Geo Verified in the previous system.
- Following a deliverable (Test iterations and Live Cut), Motorola expects the customer to review and report any issues within 10 business days.
- A project schedule will be developed and mutually agreed to during the initiation of Conversion project.
- System code, configuration, and maintenance tables will not be associated with this conversion task.

Customer Responsibility:

1. Provide Motorola with adequate documentation of the legacy database and field mapping information.
2. Cleanse data in the legacy database prior to data conversion, specifically, duplicate Master records.
3. Participate in a Data Conversion Preparation Workshop.
4. Review and verify all converted data for accuracy within each iteration process.
5. Approve the data conversion requirements document prepared by Motorola.

Motorola's Responsibility:

1. Data mapping (create initial data mapping document).
2. Data Conversion Preparation Workshop (review, revise, accept data mapping document).
3. Data Conversion ETL (Extraction, Translate, Load) script development.
4. Data Migration (Two Test Load Iterations and Live Cut).

Summary

Motorola Solutions' primary objective as your partner is to minimize your risks and provide you with exceptional service. We will ensure that you receive a timely, high-quality, successful conversion.

Our Standard Conversion covers the following highlighted fields, as long we find an equivalent field in Elko PD's Legacy system. Some field mapping can be modified during the Data Mapping/Preparation workshop, as long as we can find an additional field match.



Flex Records:

Law Incidents:

Incident# **Law Incident Table**

File Edit Search Reports Tools Help

Exit Srch Mod Add Del View List Totl Pnt Back Fwd Jadd Jres Jtbl

Law Incident Inv Ong Use Files Nam Supp Rlog Wlog Case IFR NFIRS Home Image Lineup

Incident

Incident Number Nature

Case Number Image

Address

City State ZIP

Area Contact

Complainant

Numbr

Last Fst Mid

DOB SSN Adr

Race Sx Tel Cty ST ZIP

Details

Offense/Statute Reported Observed

Circumstances

Rspndg Officers

Rspnsol Officer Agency CAD Call ID

Received By Last RadLog

How Received Clearance

When Reported Disposition Disp Date

Occurrd between Judicial Sts

and Misc Entry

MO

Narrative

Narrative

Supplement

Approval Status: To: From: Date:

User: train1 Search for specific records OVR



Name:

nmmain Names Table

File Edit Search Reports Tools Help

Names Invt Org Use Files DL Xname Addr Premis Busin Image Notices Assoc Lineup

Name and Address

Number

Last First Middle

Address Address History

City State ZIP

Zone Area

Death Alias

Moniker

Personal Identification

DL Number SSN State ID

DL State Class FBI Local ID

Home Tel () - Other Tel () -

Work Tel () - Internet

Physical Description

DOB Eyes Complexn

Race Glasses Speech

Sex Hair Teeth

Gender Hairstyle Build

Height 0 cm Beard Ethnic

Weight 0 kg

Traits

Name Type Sub Type

Scars, Marks, and Tattoos

MO

Narrative/Other

Alert Codes

Comments

Addresses Premis Xtra Visited Inmates Had Visitors

Image Merge

User: train1 Search for specific records OVR



Property:

main Property Table

File Edit Search Reports Tools Help

Exit Srch Mod Add Clr Del View List Tool Pri Back Fwd Jadd Jrec Jtbl

Property IN4 Orig Use Files Hist Image

Property

| | | | |
|-----------------|--|----------------------|--|
| Property Number | | Image | |
| Item | | Owner Applied Number | |
| Brand | | Characteristics | |
| Model | | IBR/UCR Quantity | |
| Year | | Measurement | |
| Serial Number | | IBR/UCR Code | |
| Color | | IBR/UCR Total Value | |

Owner

| | | | |
|---------|-----------|------|--------|
| Numbr | | | |
| Last | | Fst | Mid |
| DOB / / | SSN - - | Adr | |
| Race Sx | Tel () - | City | ST ZIP |

IBR/UCR

| | | | |
|--------------------|--|-------------------|--|
| IBR/UCR Agency | | Accum Amt Recov | |
| Officer | | UCR Incident | |
| IBR/UCR Status | | Storage Location | |
| Local Status | | Tag Number | |
| Local ID | | Crime Lab Num | |
| Status Date / / | | Date Released / / | |
| Date RecovRcvd / / | | Released By | |
| Amount Recovered | | Released To | |
| Custody : : / / | | IBR/UCR Dhst | |
| Reason | | | |

Comments

User: train1 Search for specific records

OVR



Customer Contact

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: Curtis Calder, City Manager

Address: 1448 Silver Street, Elko, NV 89801

Phone: 775-777-7110

Email: Ccalder@elkocitynv.gov

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Curtis Calder, City Manager

Address: 1448 Silver Street, Elko, NV 89801

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

Name: Curtis Calder, City Manager

Address: 1448 Silver Street, Elko, NV 89801

Phone: 775-777-7110

Payment Milestones

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.

| Milestone | Milestone Detail | Percentage |
|-----------|--|------------|
| 1 | Execution of Contract | 20% |
| 2 | Completion of the Project Kickoff and Contract Design Review | 20% |
| 3 | Delivery of applicable System Hardware and Application Software to Customer Site | 35% |
| 4 | Installation of System Hardware at Customer Site | 10% |
| 5 | Successful Completion of System Live Cut | 10% |
| 6 | Final Acceptance | 5% |

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. Overdue invoices will bear simple interest at the maximum allowable rate by state law.



For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.



SECTION 3

CONTRACT DOCUMENTS

Additional contract documents are in the following pages.



Attachment BB
MOTOROLA SOFTWARE LICENSE AGREEMENT

Unless otherwise stated herein Attachment BB - Motorola Software License Agreement, the State of Nevada Contract for Services of Independent Contractor and Attachment AA - Scope of Work (herein after Primary Agreement) shall govern and prevail.

This Attachment BB - Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and State of Nevada, Department of Public Safety, acting by and through its Department of Public Safety ("Licensee").

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

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Harmful Code" means any computer code, programming instruction, or set of instructions that is constructed for the purpose of damaging, interfering or otherwise, adversely affecting computer programs, data, files, or hardware.

1.5 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.6 "Primary Agreement" means the, the State of Nevada Contract for Services for Independent Contractor, including Amendments to the Contract, and Attachment AA - Scope of Work to which this exhibit is attached.

1.7 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.8 "Shared Agency" means an agency that has purchased the right and license to use the same copy of Software currently licensed by Motorola and Licensee and is authorized in writing between Shared Agency, Licensee (Host Agency) and Motorola to access Software through Licensee.

1.9 "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.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products.

- a. Motorola and Licensee agree that Licensee shall act as the Host Agency and authorize a Shared Agency (s), as defined herein, by way of terms in writing mutually agreed upon by all parties. Upon completion of the written agreement, the Shared Agency shall have authorization to use the Software. Notwithstanding any other terms of this Agreement, the parties acknowledge and agree that all rights and licenses granted under this Agreement for the use of the Software and related materials are granted solely to the Licensee, Shared Agencies, and their personnel. As required by the Primary Agreement, Licensee shall require Shared Agency to commit in writing to the obligations in the Software License Agreement. Any costs associated with the shared access shall be in writing between Licensee and the Shared Agency and have no effect on Licensee's responsibility for payment under the terms of the Primary Agreement. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found). Motorola agrees to identify any and all existing Open Source Software prior to Primary Agreement execution. Motorola agrees to provide an updated list of Open Source Software as it relates to this Agreement annually at the time of submitting the annual maintenance invoice. The

annual list shall identify all additions and deletions from the prior list.

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT. MOTOROLA AGREES TO IDENTIFY ANY AND ALL EXISTING THIRD-PARTY SOFTWARE PRIOR TO PRIMARY AGREEMENT EXECUTION. MOTOROLA AGREES TO PROVIDE AN UPDATED LIST OF THIRD-PARTY SOFTWARE AS IT RELATES TO THIS AGREEMENT ANNUALLY AT THE TIME OF SUBMITTING THE ANNUAL MAINTENANCE INVOICE. THE ANNUAL LIST SHALL IDENTIFY ALL ADDITIONS AND DELETIONS FROM THE PRIOR LIST.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

- 6.1 Motorola agrees to a warranty period of one hundred-eighty (180) days from the date of successful implementation on Licensee owned technology. This warranty shall apply to new purchases and implementation as well as subsequent updates, modifications, version releases, etc. Motorola agrees to warrant all Software, and Software modified by the Motorola, which has been successfully implemented by the Licensee when used properly and in accordance with the term of this contract. Motorola agrees to provide software that is free from any Harmful Code as outlined herein. Motorola agrees to provide a Software that shall be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of a feature that directly impacts the primary functionality or successful operation of the Software. Motorola agrees to correct, resolve or remedy to the satisfaction of both parties. Service calls to identify and resolve a defect shall be addressed and processed in accordance with Attachment AA - Scope of Work.
- 6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. In the event a defect cannot be corrected, resolved or remedied to the satisfaction of both parties, in a reasonable time, then Licensor at its sole option may replace the defective Software with functionally-equivalent Software, which will accomplish the same objective, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fees paid for coverage from the date of successful implementation to the time the defect was not resolved.

- 6.3 The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation, as defined in Section 1, to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASH port® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Motorola agrees to allow Licensee continued use and rights to software and documentation in accordance with the original terms of the contract for one hundred-twenty (120) days from the date of Notice of Termination. During this time, the Licensee and Motorola shall work together to extract the Licensee's data from Motorola resources in a readable format agreed upon by both parties. Upon receipt and acceptance of the data, the Licensee will remove all Motorola Software from Licensee owned technology. Within one hundred-twenty (120) days from the date of Notice of Termination, the Licensee agrees to certify in writing that all copies of Motorola Software and Documentation has been destroyed and/or removed from Licensee owned technology.

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software,

Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

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 apply.

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 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. Any changes to existing Services or the Solution required to achieve regulatory compliance shall be made, tested and implemented at no additional cost to DPS. Compliance with future Federal law

and regulatory changes after the effective date of this contract that result in additional maintenance fees shall be mutually agreed upon in writing by both parties.

13.4. ASSIGNMENTS AND SUBCONTRACTING.

The Assignments and Subcontracting provision is described in the Primary Agreement.

13.5. GOVERNING LAW.

The Governing Law provision is described in the Primary Agreement.

The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

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.

The Order of Precedence provision is described in the Primary Agreement.

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.

ELKO POLICE DEPARTMENT, NV

MOTOROLA SOLUTIONS FLEX SOFTWARE

NOVEMBER

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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November 2, 2021

Elko Police Department
1448 Silver Street
Elko, NV 89801
Attn.: Curtis Calder, City Manager
Phone: 775-777-7110

Re: Proposal for Motorola Solutions Flex Software ("Proposal")

Dear City Manager Calder:

Motorola Solutions, Inc. ("Motorola") is pleased to provide the attached Proposal to Elko Police Department. This Proposal is valid until December 30, 2021.

Motorola's Proposal is subject to the terms and conditions of the enclosed "Contract Package" consisting of the Shared Agency Agreement and applicable addenda (collectively, the "Agreement"). You may accept this Proposal by signing the attached Agreement and sending your order to your Motorola Public Safety Solutions Consultant listed below.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. We would be pleased to address any concerns you might have and look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions:

Brian Dunaway
702-375-8334
brian.dunaway@motorolasolutions.com

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in black ink, appearing to read 'Micah Applewhite', written over a horizontal line.

Micah Applewhite
MSSSI VP, Director of Sales

SECTION 1

SHARED AGENCY AGREEMENT



Shared Agency Agreement

This Shared Agency Agreement ("**SAA**") is entered into between Motorola Solutions Inc. ("**Motorola**") and the entity set forth below or in the Primary Agreement (Contract signed on December 7th, 2020 between Motorola Solutions, Inc. (f/k/a Spillman Technologies) and Nevada DPS ("**Customer**" or "**Host Agency**")) and will be subject to, and governed by, the terms of the Primary Agreement and any addendum ("**Addendum**" and collectively, the "**Addenda**") entered into between the Parties, effective as of _____. Capitalized terms used in this SAA, but not defined herein, will have the meanings as set forth in the Primary Agreement.

Section 1: Definitions

- 1.1 **Shared Agency** - A "Shared Agency" is an agency that has purchased or been granted the right and license to use the same copy of the Software currently licensed by Motorola to the Host Agency, as set forth in the Primary Agreement.
- 1.2 **Host Agency** - The "Host Agency" is a current Motorola licensee and customer that is authorized by Motorola and has agreed to share its use of the Software installed at its facilities with the Shared Agency.
- 1.3 **Software** - "Software" means the Flex software licensed hereunder.

Section 2: License

- 2.1 **Grant of License.** Motorola grants to Shared Agency a personal, limited, non-exclusive, non-transferable license to use the same copy of the Software, its documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the Primary Agreement, as well as the terms and conditions specified in this Shared Agency Agreement. The liability cap set forth in Section 12 of the Primary Agreement, as it applies to Shared Agency, shall be the license fees paid by Shared Agency to Motorola. Shared Agency agrees to comply with all such terms and conditions.
- 2.2 **Termination.** This Shared Agency Agreement will terminate automatically if and when the Primary Agreement terminates for any reason. Motorola or the Host Agency may immediately terminate this Shared Agency Agreement and license at any time if the Shared Agency breaches the terms of this Shared Agency Agreement or the Primary Agreement or the terms of Attachment BB - the Motorola Software License Agreement. Upon any automatic or immediate termination, Motorola shall allow the Shared Agency to access and retrieve all data for a period of thirty (30) days after termination. The Host Agency may terminate this Shared Agency Agreement at any time, with or without cause, upon ninety (90) days prior written notice to Motorola and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2.3 **No Assignment.** The Shared Agency may not assign or transfer this SAA to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3.1 **Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This SAA does not entitle Shared Agency to any Motorola services beyond the license to use the Software. Host Agency agreed to notify Motorola and cooperate as reasonably requested by Motorola in the event of any non-compliance by the Shared Agency.
- 3.2 **Warranty.** The Warranty Period for the Software as defined in the Primary Agreement is limited to the remaining time, if any, originally granted under the Primary Agreement.

By signing below, all parties acknowledge and agree that the Shared Agency identified herein will join the undersigned Host Agency's Flex public safety software system as a Shared Agency, in accordance with the terms outlined herein and in the Motorola Software License Agreement (Attachment BB from the



Primary Agreement) attached for reference. All terms are subject to the Host Agency's Purchase and License Agreement with Motorola Solutions, Inc.

Accepted and Approved:

Elko Police Department, NV

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____



SECTION 2

PROPOSAL PRICING

Elko Police Department

Quote Date: 11/2/21

Expiration Date: 12/30/21

Prepared By: Brian Dunaway

This quote includes an initial overall cost estimate for your agency. As we work together to determine your agency's exact needs, we will compile a more detailed price estimate that includes specific modules. Features of this quote include:

- First-year (12 months) maintenance and warranty coverage, which begins at Go-live
- Upgrades and enhancements included as part of annual maintenance, as a standard business practice
- All travel and per diem costs for onsite implementation, installation, project management, and training.

| | |
|--|--------------|
| Integrated System Core and Master Tables (Hub) | \$49,705.60 |
| Records Management Suite | \$62,382.46 |
| Mobile Software Suite | \$75,213.54 |
| Interfaces | \$58,381.12 |
| Hardware | \$2,269.28 |
| Professional Services | \$101,572.69 |
| Data Conversion- Property and Evidence | \$60,000.00 |
| Warranty/1st-year maintenance and support | Included |
| Total: | \$409,524.69 |
| Nevada Shared Agency Discount | \$87,381.17 |
| Motorola 2021 Discount | \$63,227.76 |
| Total Project Price | \$258,915.76 |
| 2nd Year Maintenance: | \$27,376.06 |

Not Included

***Note:** While the items below are not included in this quote (unless otherwise specified), Motorola Solutions can work with our partners to provide them, based on further discussions of your agency's exact needs.

- Esri desktop and server licensing
- Networking hardware and any required workstations unless listed in the price table above
- Third-party software requirements
- Any applicable taxes



FLEX MODULES & INTERFACES

Flex Hub

At the core of the Flex system is our Integrated Hub, a single-source database where information is referenced by all modules. Using a centralized database, all information is entered, stored, and then extracted in real time from one location.

Hub Modules

Integrated Hub:

- *Master Name, Vehicle and Property Tables* – Store all system information, which can be accessed from one central repository
- *Duplicate Prevention Tools* – Prevent users from duplicating data entry, ensuring accuracy
- *Visual Involvements® (Link Analysis)* – Links an unlimited number of related items and records
- *Message Center* – Supports sending and receiving of agency-wide email and instant messaging and displays scrolling BOLOs and other alerts along the bottom of the screen
- *Reporting* – Includes more than 2,000 preformatted reports that support the tracking and maintenance of critical information
- *Warrant Tracking* – Generates a detailed history of all attempts to serve warrants and tracks each warrant through its lifecycle, including the initial receipt, completion of service, and its return to court
- *Training Database* – Educates users without jeopardizing data on the live system and allows users to log on to the live or training database directly from workstations

Imaging & File Attachments

- Accommodates unlimited file types (i.e., images, sound clips, videos)
- Incorporates media files directly into the records housed in the system

Learning Management System (LMS)

- Provides online training courses on Flex modules
- Great way to train new users and to help seasoned users to brush up on best practices

Interfaces

StateLink – State & NCIC Queries

- Accesses wanted persons information, warrants, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data

Nevada IBR

- Enables agencies to compile detailed, organized crime summary and activity information such as offenses, arrests, and law incidents for submitting IBR reports that meet state and federal standards
- Automatically retrieves data from the Flex system for report generation, saving time and eliminating any manual or redundant efforts to create these reports

Brazos e-Citation

- Allows users to complete e-citations in the state e-citation system and then automatically populate the Flex accident table to allow for easy reporting and analysis

Brazos e-Crash

- Allows users to complete crash reports in the state e-crash system and then automatically populate the Flex accident table to allow for easy reporting and analysis

InSight – Data Sharing

- Multi-system, multi-jurisdictional data sharing
- Allows users to run real-time queries of local agency records on the databases of participating agencies for names, associated images, vehicles, property information, and other records



Flex Records Management

Maximize the use of information throughout the entire records management process while maintaining data integrity and improving efficiency. Flex's Law Records Management System consolidates all law incident records into a single database and allows users to easily generate incident and case management reports. For criminal and non-criminal incidents alike, agencies have the ability to search on and track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, and stolen and recovered property.

RMS Modules

Law Records & Case Management

- Easy report generation on crime analysis, presentation, and archiving saves time and reduces effort for agency personnel
- Reduces errors and duplicate data entry through full integration with the rest of the Flex modules
- Enhances situational awareness, along with officer safety, through automatic visual alerts
- Tracks detailed status information for cases from beginning to end and leverages Involvements® to link information on all persons, property, and vehicles associated with a case

Pin Mapping

- Allows access to any piece of data, record, or a combination of fields from any point on the map
- Provides accurate and timely data to analyze calls for service

Traffic Information

- Delivers consistent, accurate data for shaping sound traffic safety procedures
- Monitors activity on your roadways and generates quantifiable reports for traffic management

Evidence Management

- Maintains complete and accurate chain of custody for all evidence received
- Records changes in location, status, and custodian of evidence items, providing a detailed history item receipt through its release or disposal

Evidence Barcode and Auditing (Includes One (1) Barcode Equipment Bundle)

- Allows for simplified data entry, precise labeling, and hand-held auditing of storage locations
- Enables users to easily inventory and audit evidence using a handheld barcode reader

Equipment Maintenance

- Tracks the condition, location, history, and upkeep of department equipment, enabling easy tracking with organized information
- Calculates operating cost and equipment value, simplifying budgetary decisions and saving time
- Enables easier, quicker buying decisions by tracking warranty, manufacturer, and vendor information

Personnel Management

- Stores and organizes all information in a central repository for easy access
- Prevents redundant entry of information based on system-wide integration, saving users time and preventing duplicate records

Inventory Management

- Simplifies the process of monitoring and replenishing inventory with accurate accounting of supplies
- Update inventory balances, track supplier information, and print preformatted reports



Flex Mobile Data Computing

Flex's CAD, RMS, & Mapping modules are fully integrated with Flex Mobile solution, which allows for access to critical data in real time and improves efficiencies for officers in the field. Because all modules are completely integrated, alerts, warnings, and historical information appear with all relevant records, allowing users to make informed, split-second decisions. Flex's Automated Field Reporting and single search capabilities allow users to instantly search local databases, as well as state and national databases with a single query.

Mobile Modules

Voiceless CAD

- Connects dispatch personnel with field personnel through status updates and the ability to add/view all comments

Mobile Mapping & AVL

- User map viewing options help organize information and enhance situational awareness
- Enables customization for easy viewing, saving time and reducing effort during resource allocation

Mobile Records

- Empowers personnel with universal data access, simplifying the search process in the field
- Mobile personnel can search for records in multiple places without leaving the vehicle or requesting dispatch assistance, saving time and effort

Flex Touch (Smartphone/Tablet)

- Provides access to dispatch information, and receive call assignments using a mobile device
- Searches for name, vehicle, property, and incident records from a mobile device

Mobile State & National Queries

- Allows users to perform state and federal searches simultaneously, saving time by requiring only one query
- Returns include alerts on records containing warnings, and are delivered audibly as well as with visual highlights, appealing to each officer's most effective mode of notification and saving time

Field Report with Field Interview (Also used in Mobile)

- Users can easily navigate fields and drop-down menus using either a touch-screen monitor or keyboard and mouse to record data and conduct field interviews, saving time
- Enables officers to quickly complete forms from their patrol vehicles, eliminating the need to return to the station
- Contains large fields that are easy to navigate with a touchscreen monitor, keyboard, or mouse, streamlining the navigation process and saving time

Arrest Form (Also used in Mobile)

- Integrated with the Mobile Field Report, and completed as part of a related incident record, the Mobile Arrest Form organizes arrest data and saves officers time by populating arrest data into the Flex system
- Users can finalize and save prior to completing the field report, allowing them to focus on their surroundings without losing data



Hardware

Evidence Scanner Bundle- Includes Zebra barcode printer, Datalogic Memoir 10 Barcode Scanner

Professional Services

Implementation Analyst

- Conduct initial business process review (BPR)
- Conduct administration training on all purchased products
- Serve in a lead trainer capacity as required

End User Trainer

- Provide classroom instruction, written exams, and supervised repetition of system use in a training environment

Admin Trainer

- Conduct administration training and setup on all purchased products (this role may be filled by the Implementation Analyst, depending on customer needs)
- Serve in a lead trainer capacity as required

Go-live Assistance

- Project Manager and training personnel provide hands-on assistance before and after Go-live to ensure a successful transition to Flex

Installation Technician

- Install, test, adjust, and perform preliminary configuration of the operating system for Flex
- Manage server configuration, oversee core system installation, and coordinate installation of external interfaces

Warranty / Maintenance / Support

Updates, Enhancements, and Bug Fixes

- As a standard business practice, Flex offers updates and enhancements with the annual maintenance cost
- Customers can take advantage of continually improving technology for the lifetime of the partnership
- Agencies are not required to update their solution when an enhancement is released, and Flex supports up to two versions back

Warranty

- Provides ongoing software maintenance that includes updates, enhancements, bug fixes, and support services

Support Services

- Includes toll-free hotline support, software support, bug fixes, first-year support, and software release updates
- Software is modified to fix identified bugs at no additional cost to the customer
- Conduct training in the Knowledge Center
- Submit support requests 24/7 and track their status from your MySpillman account



Motorola Performed Conversion

Scope of Work:

Data conversion has the following requirements:

- Customer needs to provide legacy data in CSV, Excel, or Access database file format to Motorola before Conversion.
- Law records related to Warrants, Evidence, Incident (Case) Reports, Property and related Name records will be converted into Flex Law records.
- Legacy images and additional attachment documents are in-scope for this conversion.
- Any addresses that are part of the data conversion cannot be Geo Verified. We assume that legacy addresses were already Geo Verified in the previous system.
- Following a deliverable (Test iterations and Live Cut), Motorola expects the customer to review and report any issues within 10 business days.
- A project schedule will be developed and mutually agreed to during the initiation of Conversion project.
- System code, configuration, and maintenance tables will not be associated with this conversion task.

Customer Responsibility:

1. Provide Motorola with adequate documentation of the legacy database and field mapping information.
2. Cleanse data in the legacy database prior to data conversion, specifically, duplicate Master records.
3. Participate in a Data Conversion Preparation Workshop.
4. Review and verify all converted data for accuracy within each iteration process.
5. Approve the data conversion requirements document prepared by Motorola.

Motorola's Responsibility:

1. Data mapping (create initial data mapping document).
2. Data Conversion Preparation Workshop (review, revise, accept data mapping document).
3. Data Conversion ETL (Extraction, Translate, Load) script development.
4. Data Migration (Two Test Load Iterations and Live Cut).

Summary

Motorola Solutions' primary objective as your partner is to minimize your risks and provide you with exceptional service. We will ensure that you receive a timely, high-quality, successful conversion.

Our Standard Conversion covers the following highlighted fields, as long we find an equivalent field in Elko PD's Legacy system. Some field mapping can be modified during the Data Mapping/Preparation workshop, as long as we can find an additional field match.



Flex Records:

Law Incidents:

Law Incident Table

File Edit Search Reports Tools Help

Exit Srch Mod Add Ctr Del View List Totl Pnt Back Fwd Jadd Jres Jtbl

Incident

Incident Number Nature

Case Number Image

Address

City State ZIP

Area Contact

Complainant

Numbr

Last Fst Mid

DOB SSN Adr

Race Sx Tel Cty ST ZIP

Details

Offense/Statute

Reported Observed

Circumstances

Rspndg Officers

Rspnsl Officer Agency

Received By

How Received

When Reported Last RadLog

Occurrd between Clearance

and Disposition CAD Call ID

MO Judicial Sts Disp Date

Misc Entry

Narrative

Narrative

Supplement

Approval Status: To: From: Date:

User: train1 Search for specific records

OVR



Name:

nmmain Names Table

File Edit Search Reports Tools Help

Names Inv Org Use Files DL Xname Addr Premis Busin Image Notices Assoc Lineup

Name and Address

Number

Last First Middle

Address Address History

City State ZIP

Zone Area

Death Alias

Moniker

Personal Identification

DL Number SSN State ID

DL State Class FBI Local ID

Home Tel Other Tel

Work Tel Internet

Physical Description

DOB Eyes Complexn

Race Glasses Speech

Sex Hair Teeth

Gender Hairstyle Build

Height 0 cm Beard Ethnic

Weight 0 kg

Traits

Name Type Sub Type

Scars, Marks, and Tattoos

MO

Narrative/Other

Alert Codes

Comments

Addresses Premis Xtra Visited Inmates Had Visitors

Image Merge

User: train1 Search for specific records OVR



Property:

prmain Property Table

File Edit Search Reports Tools Help

Ext Srch Mod Add Clr Del View List Totl Prt Back Fwd Jadd Jres Jtbl

Property Inv Orig Usa Files Hist Image

Property

| | | | |
|-----------------|---|----------------------|----------------------|
| Property Number | <input type="text"/> | Image | <input type="text"/> |
| Item | <input type="text"/> | Owner Applied Number | <input type="text"/> |
| Brand | <input type="text"/> | Characteristics | <input type="text"/> |
| Model | <input type="text"/> | IBR/UCR Quantity | <input type="text"/> |
| Year | <input type="text"/> | Measurement | <input type="text"/> |
| Serial Number | <input type="text"/> | IBR/UCR Code | <input type="text"/> |
| Color | <input type="text"/> / <input type="text"/> | IBR/UCR Total Value | <input type="text"/> |

Owner

| | | | |
|-------|----------------------|-----------|--------|
| Numbr | <input type="text"/> | | |
| Last | | Fst | Mid |
| DOB | // | SSN | -- |
| Race | Sx | Tel () - | City |
| | | | ST ZIP |

IBR/UCR

| | | | |
|------------------|----------------------|------------------|----------------------|
| IBR/UCR Agency | <input type="text"/> | Accum Amt Recov | <input type="text"/> |
| Officer | <input type="text"/> | UCR Incident | <input type="text"/> |
| IBR/UCR Status | <input type="text"/> | Storage Location | <input type="text"/> |
| Local Status | <input type="text"/> | Tag Number | <input type="text"/> |
| Local ID | <input type="text"/> | Crime Lab Num | <input type="text"/> |
| Status Date | // | Date Released | // |
| Date Recov/Rcvd | // | Released By | <input type="text"/> |
| Amount Recovered | <input type="text"/> | Released To | <input type="text"/> |
| Custody | :: // | IBR/UCR Dhist | <input type="text"/> |
| Reason | <input type="text"/> | | |

Comments

User: train1 Search for specific records OVR



Customer Contact

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: Curtis Calder, City Manager

Address: 1448 Silver Street, Elko, NV 89801

Phone: 775-777-7110

Email: Ccalder@elkocitynv.gov

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Curtis Calder, City Manager

Address: 1448 Silver Street, Elko, NV 89801

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

Name: Curtis Calder, City Manager

Address: 1448 Silver Street, Elko, NV 89801

Phone: 775-777-7110

Payment Milestones

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.

| Milestone | Milestone Detail | Percentage |
|-----------|--|------------|
| 1 | Execution of Contract | 20% |
| 2 | Completion of the Project Kickoff and Contract Design Review | 20% |
| 3 | Delivery of applicable System Hardware and Application Software to Customer Site | 35% |
| 4 | Installation of System Hardware at Customer Site | 10% |
| 5 | Successful Completion of System Live Cut | 10% |
| 6 | Final Acceptance | 5% |

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. Overdue invoices will bear simple interest at the maximum allowable rate by state law.



For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.



SECTION 3

CONTRACT DOCUMENTS

Additional contract documents are in the following pages.



Attachment BB
MOTOROLA SOFTWARE LICENSE AGREEMENT

Unless otherwise stated herein Attachment BB - Motorola Software License Agreement, the State of Nevada Contract for Services of Independent Contractor and Attachment AA - Scope of Work (herein after Primary Agreement) shall govern and prevail.

This Attachment BB - Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and State of Nevada, Department of Public Safety, acting by and through its Department of Public Safety ("Licensee").

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

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Harmful Code" means any computer code, programming instruction, or set of instructions that is constructed for the purpose of damaging, interfering or otherwise, adversely affecting computer programs, data, files, or hardware.

1.5 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.6 "Primary Agreement" means the, the State of Nevada Contract for Services for Independent Contractor, including Amendments to the Contract, and Attachment AA - Scope of Work to which this exhibit is attached.

1.7 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.8 "Shared Agency" means an agency that has purchased the right and license to use the same copy of Software currently licensed by Motorola and Licensee and is authorized in writing between Shared Agency, Licensee (Host Agency) and Motorola to access Software through Licensee.

1.9 "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.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products.

- a. Motorola and Licensee agree that Licensee shall act as the Host Agency and authorize a Shared Agency (s), as defined herein, by way of terms in writing mutually agreed upon by all parties. Upon completion of the written agreement, the Shared Agency shall have authorization to use the Software. Notwithstanding any other terms of this Agreement, the parties acknowledge and agree that all rights and licenses granted under this Agreement for the use of the Software and related materials are granted solely to the Licensee, Shared Agencies, and their personnel. As required by the Primary Agreement, Licensee shall require Shared Agency to commit in writing to the obligations in the Software License Agreement. Any costs associated with the shared access shall be in writing between Licensee and the Shared Agency and have no effect on Licensee's responsibility for payment under the terms of the Primary Agreement. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found). Motorola agrees to identify any and all existing Open Source Software prior to Primary Agreement execution. Motorola agrees to provide an updated list of Open Source Software as it relates to this Agreement annually at the time of submitting the annual maintenance invoice. The

annual list shall identify all additions and deletions from the prior list.

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT. MOTOROLA AGREES TO IDENTIFY ANY AND ALL EXISTING THIRD-PARTY SOFTWARE PRIOR TO PRIMARY AGREEMENT EXECUTION. MOTOROLA AGREES TO PROVIDE AN UPDATED LIST OF THIRD-PARTY SOFTWARE AS IT RELATES TO THIS AGREEMENT ANNUALLY AT THE TIME OF SUBMITTING THE ANNUAL MAINTENANCE INVOICE. THE ANNUAL LIST SHALL IDENTIFY ALL ADDITIONS AND DELETIONS FROM THE PRIOR LIST.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

- 6.1 Motorola agrees to a warranty period of one hundred-eighty (180) days from the date of successful implementation on Licensee owned technology. This warranty shall apply to new purchases and implementation as well as subsequent updates, modifications, version releases, etc. Motorola agrees to warrant all Software, and Software modified by the Motorola, which has been successfully implemented by the Licensee when used properly and in accordance with the term of this contract. Motorola agrees to provide software that is free from any Harmful Code as outlined herein. Motorola agrees to provide a Software that shall be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of a feature that directly impacts the primary functionality or successful operation of the Software. Motorola agrees to correct, resolve or remedy to the satisfaction of both parties. Service calls to identify and resolve a defect shall be addressed and processed in accordance with Attachment AA - Scope of Work.
- 6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. In the event a defect cannot be corrected, resolved or remedied to the satisfaction of both parties, in a reasonable time, then Licensor at its sole option may replace the defective Software with functionally-equivalent Software, which will accomplish the same objective, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fees paid for coverage from the date of successful implementation to the time the defect was not resolved.

- 6.3 The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation, as defined in Section 1, to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASH port® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Motorola agrees to allow Licensee continued use and rights to software and documentation in accordance with the original terms of the contract for one hundred-twenty (120) days from the date of Notice of Termination. During this time, the Licensee and Motorola shall work together to extract the Licensee's data from Motorola resources in a readable format agreed upon by both parties. Upon receipt and acceptance of the data, the Licensee will remove all Motorola Software from Licensee owned technology. Within one hundred-twenty (120) days from the date of Notice of Termination, the Licensee agrees to certify in writing that all copies of Motorola Software and Documentation has been destroyed and/or removed from Licensee owned technology.

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software,

Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

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 apply.

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 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. Any changes to existing Services or the Solution required to achieve regulatory compliance shall be made, tested and implemented at no additional cost to DPS. Compliance with future Federal law

and regulatory changes after the effective date of this contract that result in additional maintenance fees shall be mutually agreed upon in writing by both parties.

13.4. ASSIGNMENTS AND SUBCONTRACTING.

The Assignments and Subcontracting provision is described in the Primary Agreement.

13.5. GOVERNING LAW.

The Governing Law provision is described in the Primary Agreement.

The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

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.

The Order of Precedence provision is described in the Primary Agreement.

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.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-01R-002, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 23, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Anthem Broadband has requested this utility easement be dedicated for public use. The proposed easement crosses the Humboldt River near the Sports Complex. This is in the location of the spare conduit that the City installed along with our irrigation water bore to serve the Sports Complex. BT**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **The Deed of Dedication and associated exhibits.**
9. Recommended Motion: **Move to approve the Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-01R-002.**
10. Prepared by: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:

APN 001-01R-002

When Recorded, Mail To:

City of Elko
1751 College Avenue
Elko, Nevada 89801

DEED OF DEDICATION
(PUBLIC UTILITIES EASEMENT)

THIS INDENTURE, made and entered into between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantor, and the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantee.

W I T N E S S E T H:

That the Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the Grantee a permanent non-exclusive public utilities easement over, across, upon, under and through that portion of the Grantor's property situate within the City of Elko, County of Elko, State of Nevada, set forth in the description attached hereto at **Exhibit A (City of Elko Humboldt River Channel Utility Easement)** and depicted on the map attached hereto at **Exhibit B (Map of Humboldt River Channel Utility Easement for the City of Elko, Nevada)**, the easement hereby being dedicated for public utilities, such dedication to include, without limitation, the right of the Grantee to perform all associated maintenance thereon.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed this _____ day of _____, 2021.

GRANTOR:

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On this ____ day of _____, 2021, personally appeared before me,
a Notary Public, REECE KEENER, who acknowledged that he/she executed the above
instrument.

NOTARY PUBLIC

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

Mail tax statement (if applicable) to:

City of Elko
1751 College Avenue
Elko, Nevada 89801

EXHIBIT A
CITY OF ELKO
HUMBOLDT RIVER CHANNEL UTILITY EASEMENT

October 6, 2021

An easement for utility purposes located in Assessor's Parcel Number 001-01R-002, Section(s) 15 & 22, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, being 10.00 feet in width, lying 5.00 feet on each side of the following described centerline:

COMMENCING at U.S.G.S. Monument "KENO", thence South 34°34'21" East, a distance of 6799.96 feet to Corner No. 1, a point being on the southeasterly line of the Union Pacific Railroad Corridor as established by the Elko Railroad Relocation Project and also being on the northwesterly line of that parcel of land conveyed to the City of Elko, Nevada by deed recorded in the office of the Elko County Recorder, Elko, Nevada in Book 561, Page 499, Elko County Official Records, the **TRUE POINT OF BEGINNING**;

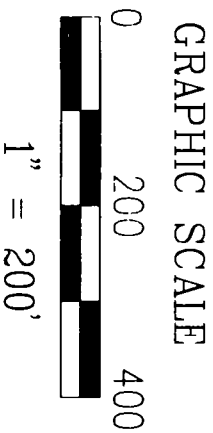
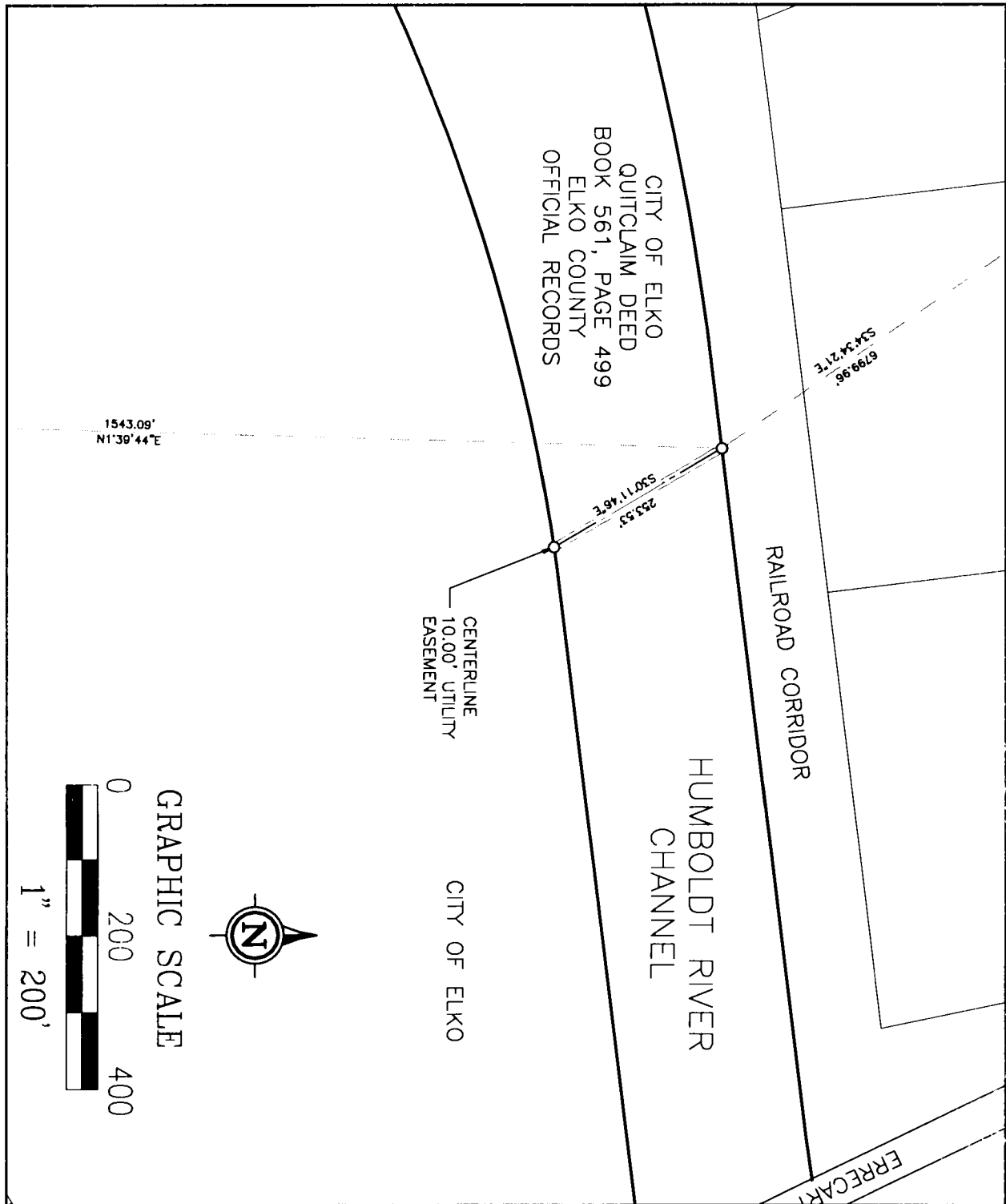
Thence South 30°11'46" East, a distance of 253.53 feet to Corner No. 2, a point being on the southeasterly line of the said parcel of land conveyed to the City of Elko, Nevada, the **POINT OF ENDING**.

The sidelines of the above described easement are to be shortened or lengthened so as to begin on the southeasterly line of the Union Pacific Railroad Corridor as established by the Elko Railroad Relocation Project also being the northwesterly line of the said parcel of land conveyed to the City of Elko, Nevada and terminate on the southeasterly line of the said parcel of land conveyed to the City of Elko, Nevada.

Reference is hereby made to Exhibit B, Map of Humboldt River Channel Utility Easement for the City of Elko, Nevada, attached hereto and made a part hereof.



10/6/2021



FARR WEST
ENGINEERING
 421 COURT STREET
 ELKO, NEVADA 89801
 PHONE: (775) 738-2121
 FAX: (775) 738-7955

EXHIBIT B
 MAP OF HUMBOLDT RIVER CHANNEL
 UTILITY EASEMENT FOR THE CITY OF ELKO
 SECTION(S) 15 & 22, T. 34 N., R. 55 E., M.D.B. &M.
 CITY OF ELKO STATE OF NEVADA

JOB NO. 6156.001
 SHEET 1 OF 1

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-690-001, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 23, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Anthem Broadband has requested this utility easement be dedicated for public use. Anthem Broadband intends to install a fiber optic route within this easement. The proposed easement crosses the Sports Complex parcel, and is north of the ballfields, along the south side of the Humboldt River. BT**
6. Budget Information:

Appropriation Required: **N/A.**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **The Deed of Dedication and associated exhibits.**
9. Recommended Motion: **Move to approve the Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-690-001.**
10. Prepared by: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:

APN 001-690-001

When Recorded, Mail To:

City of Elko
1751 College Avenue
Elko, Nevada 89801

DEED OF DEDICATION
(PUBLIC UTILITIES EASEMENT)

THIS INDENTURE, made and entered into between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantor, and the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantee.

W I T N E S S E T H:

That the Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the Grantee a permanent non-exclusive public utilities easement over, across, upon, under and through that portion of the Grantor's property situate within the City of Elko, County of Elko, State of Nevada, set forth in the description attached hereto at **Exhibit A (City of Elko Sports Complex Utility Easement)** and depicted on the map attached hereto at **Exhibit B (Map of City of Elko Sports Complex Utility Easement for the City of Elko, Nevada)**, the easement hereby being dedicated for public utilities, such dedication to include, without limitation, the right of the Grantee to perform all associated maintenance thereon.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed this _____ day of _____, 2021.

GRANTOR:

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On this ____ day of _____, 2021, personally appeared before me,
a Notary Public, REECE KEENER, who acknowledged that he/she executed the above
instrument.

NOTARY PUBLIC

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

Mail tax statement (if applicable) to:

City of Elko
1751 College Avenue
Elko, Nevada 89801

EXHIBIT A
CITY OF ELKO
SPORTS COMPLEX UTILITY EASEMENT

October 5, 2021

An easement for utility purposes located in Assessor's Parcel Number 001-690-001, Section 22, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, being 10.00 feet in width, lying 5.00 feet on each side of the following described centerline:

COMMENCING at U.S.G.S. Monument "KENO", thence South 34°24'47" East, a distance of 7056.53 feet to Corner No. 1, a point being the end point of the existing conduit crossing and also lying within that parcel of land conveyed to the City of Elko, Nevada by deed recorded in the office of the Elko county Recorder, Elko, Nevada in Book 53, Page 4, Elko County Official Records, the **TRUE POINT OF BEGINNING**;

Thence South 50°44'38" East, a distance of 15.11 feet to Corner No. 2;

Thence North 87°24'34" East, a distance of 462.26 feet to Corner No. 3;

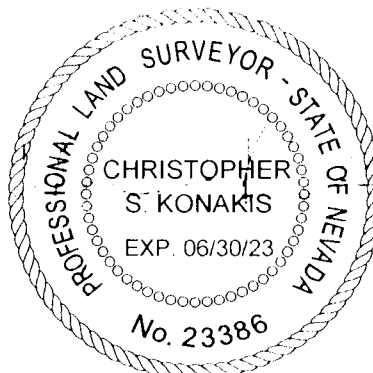
Thence North 77°02'34" East, a distance of 150.13 feet to Corner No. 4;

Thence North 78°38'31" East, a distance of 210.97 feet to Corner No. 5;

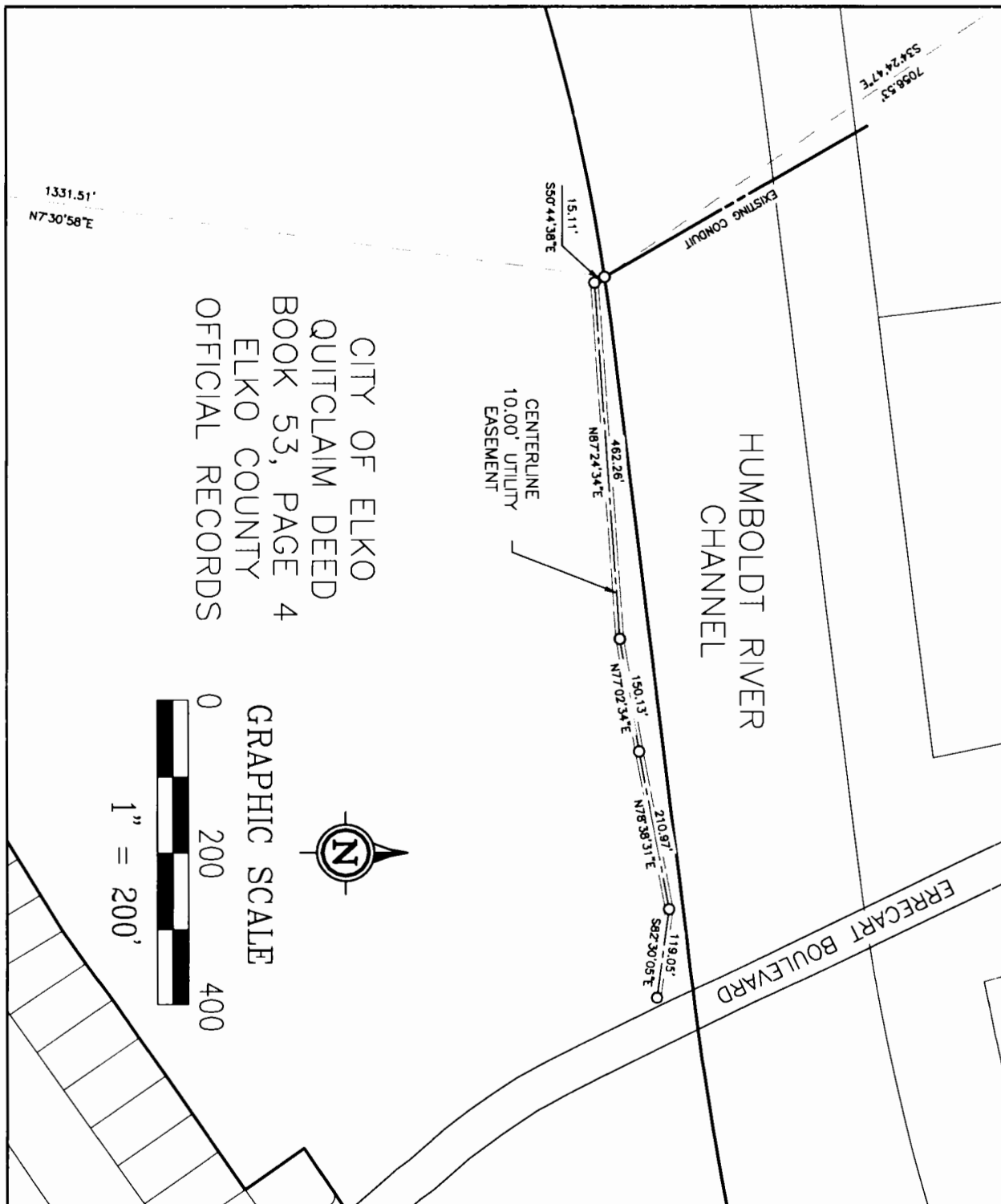
Thence South 82°30'05" East, a distance of 119.05 feet to Corner No. 6, a point on the westerly right of way line of Errecart Boulevard, the **POINT OF ENDING**.

The sidelines of the above described easement are to be shortened or lengthened so as to begin at the end point of the existing conduit and terminate on the westerly right of way of Errecart Boulevard.

Reference is hereby made to Exhibit B, Map of City of Elko Sports Complex Utility Easement for the City of Elko, Nevada, attached hereto and made a part hereof.



10/5/2021



FARR WEST
ENGINEERING

421 COURT STREET
ELKO, NEVADA 89801
PHONE: (775) 738-2121
FAX: (775) 738-7955

EXHIBIT B

MAP OF CITY OF ELKO SPORTS COMPLEX
UTILITY EASEMENT FOR THE CITY OF ELKO
SECTION 22, TOWNSHIP 34 NORTH, RANGE 55 EAST
CITY OF ELKO STATE OF NEVADA

JOB NO. 6156.001
SHEET 1 OF 1

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to accept a letter of resignation from Ms. Tera Hooiman from the Planning Commission, and to further authorize Staff to commence with the standard recruitment process to fill the vacancy on the Planning Commission, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 23, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter of Resignation**
9. Recommended Motion: **Accept the resignation of Planning Commission member Tera Hooiman, and direct Staff to begin the recruitment process.**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

Cathy Laughlin

From: Event Source <nveventsource@gmail.com>
Sent: Wednesday, November 17, 2021 4:55 PM
To: Cathy Laughlin
Subject: Tera Hooiman PC Resignation

Cathy,

I hope this email finds you well. Please consider this email my resignation from the city of Elko Planning Commission, a position I have enjoyed very much in the time I was able to serve the community of Elko-my hometown for 7 generations. My family and I have sold our home in Elko and have relocated to Las Vegas. Any further emails (as this one will be cancelled) you can send to trhooiman@hotmail.com

My last meeting will be the December 7, 2021 meeting.

If you have any additional requests from me, please let me know.

Thank you so much!

Tera

**Elko City Council
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 45-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Leila Welch, Desirae Leininger, and Stefanie Covert, DBA We Cater to You, located at 1250 Lamoille Highway #1045, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 23, 2021**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter from Police Chief Trouten**
9. Recommended Motion: **Ratify the Police Chief issuing a 45-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Leila Welch, Desirae Leininger, and Stefanie Covert, DBA We Cater to You, located 1250 Lamoille Highway, #1045, Elko, NV 89801.**
10. Prepared by: **Ty Trouten, Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Leila Welch
967 Bronco Drive
Spring Creek, NV 89815

Stefanie Covert
967 Bronco Drive
Spring Creek, NV 89801

Desirae Leininger
1696 Winchester Drive
Elko, NV 89801**



ELKO POLICE DEPARTMENT

Ty Trouten
Police Chief

1448 Silver Street
Elko, Nevada 89801
775.777.7310
775.738.1415 Fax
www.elkocity.com

DATE: November 2, 2021

TO: Curtis Calder, City Manager

FROM: Ty Trouten, Police Chief

SUBJECT: Packaged Liquor License Application in the name of We Cater to You, 1250 Lamoille Hwy #1045, Elko, NV 89801

On September 28, 2021, Leila Welch, Desirae Leininger, and Stefanie Covert made application for a Packaged Liquor License in the name of We Cater to You, located at the above address.

All applicants have successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Packaged Liquor License Application in the name of We Cater to You, 1250 Lamoille Hwy #1045, Elko, NV 89801.

TT/tle

CC: Mayor Keener

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for Anthem Broadband to occupy approximately 410 feet of City owned conduit crossing the Humboldt River at the Sports Complex, as shown on their plans for the Head End Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 23, 2021**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **Anthem Broadband proposes to install three micro-ducts in the existing conduit. They would occupy two of the micro-ducts, and the third would be for future City use. BT**
6. Budget Information:
 Appropriation Required: **N/A.**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **The letter from Anthem Broadband, dated November 10, 2021, requesting the use of the City owned conduit.**
9. Recommended Motion: **Move to approve Anthem Broadband to occupy approximately 410 feet of city owned conduit, crossing the Humboldt River at the Sports Complex.**
10. Prepared by: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **Kevin Neal, Anthem Broadband**
 kevin@anthembh.com



November 10, 2021

Scott Wilkinson
Assistant City Manager
1401 College Avenue
Elko, Nevada 89801

Mr. Wilkinson,

Anthem Broadband formally requests access to occupy the unused Elko City conduit per the Elko City franchise agreement with Anthem Broadband of Nevada. The conduit will be used to install three 16mm/13mm microducts. Of these 3 microducts Anthem Broadband will install fiber optic cabling in two of them leaving the third one for future use by the City of Elko.

Anthem acknowledges the following conditions for access to this duct:

1. Anthem Broadband will not have access to the duct for maintenance/inspection on a 24/7 basis, instead it would only be with prior arrangement with the City.
2. The proposed infrastructure will be located within an easement to be granted by the City under separate action.
3. Anthem Broadband will complete and be utilizing the proposed segment of infrastructure incorporating the City owned conduit within 2 years.
4. Anthem Broadband will dedicate one of the microducts with a 13mm internal diameter to the City of for its future use.
5. Anthem Broadband shall not disturb any wetlands areas as designated by any Federal, State or Local Agency.

Thank you,

Kevin Neal
IT Director
Anthem Broadband of Nevada



1-208-677-8000



www.anthembroadband.com



1001 W. Oneida St, Suite 8
Rupert, ID 83350