

Contract Number **XXX-XX-XXX**

NEVADA SHARED RADIO SYSTEM CONTRACT

This Contract, made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT"), Washoe County, Nevada, a political subdivision of the State of Nevada (hereinafter "COUNTY"), and Nevada Power Company ("NPC") and Sierra Pacific Power Company ("SPPC") (collectively dba NV Energy) (hereinafter "NV Energy"). Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into contracts necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Washoe County Code 5.456 authorizes the Chief Information Management Officer for Washoe County to enter into agreements with public and private entities which allow for the shared use, operation, maintenance, upgrade, and replacement of telecommunications systems in general and the 800 MHZ system in specific, provided the agreements are presented to the Board of County Commissioners for final approval; and

WHEREAS, the Parties independently own and operate communication sites and facilities which support common trunking and wide area mobile radio systems in Nevada which is commonly known as the "Land Mobile Radio" systems ("LMR"); and

WHEREAS, the DEPARTMENT has obtained licenses from the Federal Communication Commission (FCC) for certain radio frequencies and is eligible to obtain additional radio frequencies ("Licensed Frequencies") in the Federal Communications Commission (FCC) Public Safety Category; and

WHEREAS, the DEPARTMENT's licensed frequencies are required to operate a shared LMR system for use by public safety agencies as required in the FCC Public Safety Category; and

WHEREAS, the State of Nevada, acting by and through its Department of Transportation, on behalf of certain Federal, State and Local Government agencies and Public Utilities, is the holder of a ~~Federal Communications Commission (FCC)~~ waiver dated July 10, 1995, and informationally updated January 15, 2015, authorizing the State of Nevada to share the use of certain frequencies; and

WHEREAS, NPC and the DEPARTMENT entered into the Shared Use Trunking Radio Contract No. PR 125-96-002, dated March 20, 1996, Amendment 1 dated March 16, 1997, Amendment 2 dated June 3, 2004, Amendment 3 dated January 5, 2005, Amendment 4 dated January 5, 2005, and Amendment 5 dated February 19, 2015; and

WHEREAS, SPPC and the DEPARTMENT entered into the Shared Use Trunking Radio Contract No. PR 223-97-002 dated April 10, 1997; and

WHEREAS, COUNTY and DEPARTMENT are parties to an agreement commonly referred to as the Washoe County Regional Communication System Interlocal Agreement which describes the rights and duties of the COUNTY and DEPARTMENT with regard to the shared use and operations of the radio and communications systems in Washoe County which are the subject matter of this Contract; and

WHEREAS, COUNTY and NVE have no formal written agreement for the shared use of their respective radio and communications systems which are the subject matter of this Contract and now seek to formalize the relationship of NVE, the DEPARTMENT, and COUNTY; and

WHEREAS, the Parties have determined that it is feasible and beneficial for the Parties to continue to operate and combine their LMR systems as the Nevada Shared Radio System ("NSRS"). In doing so, each Party will become a System Infrastructure Owner (SIO) and collectively Systems Infrastructure Owners (SIOs); and

WHEREAS, the DEPARTMENT has determined that a provision of services is required for the operation and maintenance of the NSRS and such project is necessary for the governance, operations, and maintenance of the NSRS; and

WHEREAS, the purpose of this Contract is to establish the roles and responsibilities of each PARTY in the operation and maintenance of the NSRS; and

WHEREAS, the NSRS consists of electronic equipment, civil infrastructure, communications backhaul, and all ancillary devices and equipment to assure a fully operational public safety grade radio system; and

WHEREAS, certain radio equipment presently used by the Parties has become obsolete and no longer supported by their manufacturers requiring that new equipment be procured; and

WHEREAS, the Parties wish to jointly enter into a procurement to identify a common vendor from whom the Parties will independently purchase needed equipment and services; and

WHEREAS, the DEPARTMENT's, NV ENERGY's and COUNTY's services related to the NSRS will be of great benefit to each of the Parties, to the people of Washoe County, and to the State of Nevada.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

ARTICLE I - PERFORMANCE

1. The Parties (along with any other Federal, State or Local Government agency or Public Utility authorized as a part of the FCC waiver) are to utilize and share public safety radio frequencies and to participate in the benefits and support of the NSRS for the public good.

2. The DEPARTMENT, on behalf of the State of Nevada, agrees to allow COUNTY and NVE to jointly operate communications equipment on Frequencies licensed to State by the FCC for purposes of operating the NSRS.

3. The Parties agree to operate the NSRS in a cooperative manner benefiting all participants on the NSRS. The Parties agree to establish and maintain the Governance Structure outlined in Attachment "A," attached hereto and incorporated herein, and to provide, at

a minimum, the service and maintenance responsibilities of the Parties as contained in the Service Level Agreement (“SLA”) included as Attachment “B,” attached hereto and incorporated herein.

4. The Parties agree to furnish all labor, materials, services, equipment, tools, and other expenses necessary to perform the professional services required under the terms of this Contract, except as specifically provided otherwise herein. As the NSRS is established to equally benefit all Parties, and except as otherwise provided in this Contract or the Attachments hereto, the majority of these services will be considered to be an in-kind based exchange.

5. The Parties agree to use the DEPARTMENT’s Request for Proposal (“RFP”) procurement process to evaluate and select a single vendor from whom each and every individual Party will purchase its needed equipment and services for the NSRS, which may be purchased either directly through the selected vendor or an integrator acting on its behalf (see the RFP attached hereto as Attachment “C” and incorporated herein).

6. The Parties acknowledge and agree that other appropriate entities who wish to become part of the NSRS may do so provided that each new Party to this Contract shall be responsible for providing system expansion equipment, as required and specified by the Governance Board, or will fully compensate another Party for expanding its radio system to accommodate the new Party’s obligation. Capital funding for system expansion will be the sole responsibility of any new Party wishing to participate in this Contract and NSRS or at the discretion of the Governance Board.

7. All Sites shared between two or more Parties, as described in Exhibit 1 to Attachment “C” to include candidate and future Sites, shall be available to the Parties herein at all times provided approval is obtained from the Party controlling access to that specific Site. Approval shall not be unreasonably withheld from any Party requesting access to any Site.

8. Each Party will be responsible for its own Site’s(s’) design, construction, operations, and maintenance as described in Exhibit 1 to Attachment “C” to include candidate and future Sites. No Party to this Contract shall design, construct, operate, or maintain a NSRS Site contrary to the policies and procedures set forth by the Governance Board.

9. Each Party to this Contract shall be responsible for its own maintenance activities for its portion of the NSRS.

10. Each Party to this Contract shall strive to operate and maintain the NSRS and all its facilities and equipment with a minimum of disruption to the other Parties.

11. A Party shall have the right to suspend service temporarily for the purpose of making necessary repairs, for scheduled routine maintenance, and for making improvements to the NSRS in accordance with the SLA, Attachment “B.”

12. All maintenance communications shall be considered operating communications as defined in Article III, Paragraph 8(g), of this Contract.

13. A Party may suspend service temporarily if ordered by a Court of Law or any agency having jurisdiction over such Party to this Contract. Service will be restored as soon as reasonably possible once the ordered suspension of service has been rescinded or otherwise remedied.

14. A Party may suspend service temporarily if a hazardous condition exists or if another Party is utilizing the NSRS in a forbidden or prohibited manner. Service shall be

restored as soon as reasonably possible once the hazardous condition is corrected or eliminated and/or the prohibited practice is discontinued.

15. A Party may suspend service during a Force Majeure condition as set forth in Article III, Paragraph 13, herein. Service shall be restored as soon as reasonably possible after the Force Majeure has been remedied.

16. The Parties agree that the solicitation and selection of a single vendor to provide all NSRS communications equipment required by each of the parties would be preferable for the joint operation of the NSRS. The Parties have therefore collaborated to prepare a RFP to be used for the selection of such a vendor, Attachment "C." The pertinent property and facilities are identified within the RFP.

ARTICLE II – TERMINATION OF PARTICIPATION

1. The Parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature or COUNTY funding ability to satisfy this Contract is withdrawn, limited, or impaired, without penalty, charge or sanction. Notwithstanding the foregoing, and without binding the State Legislature and County Commission, DEPARTMENT and COUNTY anticipate that due to the life and safety requirements of the NSRS, the State Legislature and Board of County Commissioners for Washoe County will continue to provide the necessary funding for the Department and COUNTY to meet their obligations for the expected duration of this Contract.

2. This Contract may be terminated without cause by any of the Parties prior to the end of its term, provided that a two- (2-) year termination period shall commence to run thirty (30) calendar days after a Party has served written notice to terminate upon the other Parties in accordance with Article III, Paragraph 8.

3. This Contract may be terminated by mutual consent of all Parties or unilaterally by either of the Parties without cause providing the below-listed conditions to termination are met:

a. The remaining Parties must be able to obtain licensed frequencies from the FCC for their independent and sole use provided:

i. The other Parties must have filed applications with the FCC for use of radio frequencies within ninety (90) calendar days of receipt of a notice of intent to terminate.

ii. The DEPARTMENT will be under no further obligation to the other participants in this Contract should the other Parties fail to file such applications.

b. If no such frequencies are available for use by the other Parties, and timely applications were filed, then the DEPARTMENT shall maintain the required licensing and permitting necessary to allow the other Parties' use of the licensed frequencies until such time that the FCC approved use of such frequencies by the other Parties of this NSRS.

4. Should any Party elect to terminate its participation under this Contract in accordance with this Article II, the terminating Party:

a. Shall ensure continued operation of the NSRS for all Parties hereto and shall not remove, or cause to be removed, any equipment, software, or intellectual property during the two (2) year termination period.

b. Shall not sell, or cause to be sold, any real property or buildings during the two (2) year termination period that is being utilized by this NSRS.

c. Shall not disconnect, or otherwise cause any utility service interruption of any kind to this NSRS during the two (2) year termination period.

d. Shall not allow any lease, rent, or other payment lapse during the two (2) year termination period of any land, building, structure, hardware, communications backhaul, or software utilized by the NSRS.

e. Shall not allow any LMR system permits to lapse or otherwise cause to be cancelled during the two (2) year termination period.

f. Shall sell to the remaining Parties, the communications equipment that is being used as part of this NSRS at a depreciated book value to be determined at that time, subject to Nevada Legislative appropriations and State of Nevada property disposal laws then in effect, if any, or enter into new agreement(s) with the remaining Parties granting them permission to continue operation indefinitely and add any necessary equipment to any and/or all sites controlled by the terminating Party.

g. Shall not sell, or otherwise lease or rent any kind of radio service provided by or through this NSRS.

5. The following obligations shall survive termination of participation under this Contract:

a. Payment of any amounts due prior to or resulting from such termination.

b. The indemnity obligations contained herein.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Contract shall be from the date first written above through and including the December 31, 2018. This Contract shall be automatically renewed for an additional two (2) year period on the last day of each two-year term unless a Party notifies the other Parties in writing within one hundred twenty (120) calendar days prior to the automatic renewal of this Contract of its intention that this Contract expire at the completion of the two (2) year term then in effect.

2. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

3. The NSRS shall be governed by a board of representatives of each of the Parties and structured as set forth in the Governance Structure, Attachment "A."

4. Each Party agrees to allow the other Parties' users to access their portion of the NSRS at no cost.

5. Each Party shall be solely responsible for its own operating expenses for their portion of the NSRS which shall consist of all costs, including user costs, associated with maintenance and operations of the NSRS.

a. The Parties have agreed to establish the position of System Administrator whose responsibilities will be stated in the Governance Structure, Attachment "A." One of the Parties will employ the services of the System Administrator, whose cost will be shared equally by the Parties (one-third of the cost for each Party) and billed monthly by the Party employing such services to the other two Parties. If other appropriate entities are authorized to join the NSRS as SIO to the system, the cost the System Administrator shall be shared equally by all SIOs.

Commented [LFH1]: The Governance Structure is already completed and attached, so we need to state "is" stated in the Governance Structure.

b. Upon approval of the Governance Board, a Party may enter into a separate and exclusive agreement with another Party to facilitate the installation, operation, repair or maintenance of a system owned or operated by another Party. Upon approval of the Board, any work performed in this manner which incurs an expense would be billed directly by the Party incurring such expense to the Party who agreed to pay such expense.

c. This Contract recognizes that each Party is subject to its own governing body's guidelines for budgeting and funding and the need for all Governance Board proposals and activities to be consistent with those guidelines. The Parties reserve the right to establish an operating budget for the Governance Board, with provisions for contribution by each of the Parties in the future, if it becomes necessary, by agreement of all Parties.

6. The Governance Structure, Attachment "A," describes the process for selection of a System Administrator. The System Administrator will prepare policies and procedures, approved by the Governance Board, for oversight of the NSRS. Those policies and procedures shall include, without limitation, the process for addressing the following items:

- a. Billing
- b. Payments
- c. Correction of Billing Errors
- d. Failure to Pay Bills
- e. Disputed Billings
- f. Payment of Past Due Bills

7. In the event the Parties are unable to efficiently and timely resolve a dispute concerning the interpretation and enforcement of this Contract or any matters arising therefrom, the below-described dispute resolution process shall be used:

a. Non Interference. No dispute between any of the Parties to this Contract shall interfere with the continued to operation and maintenance of the NSRS, and all Parties shall diligently perform their obligations despite such dispute.

b. Governance Board to Resolve Dispute. If any dispute between any of the Parties should arise under the terms of this Contract, the dispute shall be submitted to the Governance Board for consideration and resolution. If the dispute is not resolved through action of the Governance Board within thirty (30) calendar days, the disputing Parties will utilize a third party mediation process to resolve such dispute.

c. Third Party Mediation. Any dispute or cause of action between the Parties to this Contract, including, but not limited to, contract issues, tort issues, equity issues and the interpretation of laws or regulations, not resolved by the Governance Board within thirty (30) calendar days, shall be submitted to a mediation process. The mediation shall be administered by a mediator selected by agreement of the Parties. In the event that the Parties are unable to come to a mutual agreement regarding such dispute or cause of action through such mediation, the Parties may pursue legal action in accordance with Article III, Paragraphs 10 and 23, herein.

8. All written notices or submittals required by this Contract shall be sent either by hand-delivery, registered or certified U.S. mail return receipt requested, or overnight delivery and will be effective and deemed to have been received:

a. When presented if hand-delivered; or

b. On the third business day after the date delivered to the U.S. Post Office if sent by registered or certified U.S. mail; or

c. On the next business day after the date delivered to an overnight delivery company if sent by overnight courier; and addressed to the other Parties at the addresses set forth below:

FOR DEPARTMENT:

Rudy Malfabon, P.E., Director
Attn.: _____
Nevada Department of Transportation
Division:
1263 South Stewart Street
Carson City, Nevada 89712
Phone: _____
Fax: _____
E-mail: _____

FOR WASHOE COUNTY:

Craig Betts
Washoe County Chief Information Management Officer
POB 11130, Reno, NV 89520
1001 E. 9th St., Reno, NV 89520
Phone: _____
Fax: _____
E-mail: _____

FOR NVE:

Kevin Judice
NV Energy
6226 W. Sahara Ave.
Las Vegas, NV 89146
Phone: _____
Fax: _____
E-mail: _____

d. Notice of Default. Notices of an Event of Default related to disputes alleging breach of contract by a Party that are not resolved pursuant to Article III, Paragraph 7, shall require the use of any two (2) of the above means of delivery. Such notices shall be effective and deemed to have been delivered on the latest date of delivery when both means of delivery have been complied with.

e. Notice Other Than for Default. All other written communications regarding this Contract may be sent by any of the above means, by regular first class U.S. mail, facsimile, or by email.

f. Address for Notice. Unless provided in writing to the contrary, all notices shall be sent to the Parties as specified above.

g. Operating Communications. Routine communications and operating instructions shall be delivered as specified in the policies and procedures developed by the System Administrator in accordance with the Governance Structure, Attachment "A."

h. Emergency Communications. In emergencies, the Parties, shall endeavor to promptly notify the other Parties and may make such notice by any of the above means or verbally in person or by telephone, facsimile, or by email as specified in the SLA, Attachment "B."

i. Changes of Address and Contacts. The Parties shall have the right to change contact name, titles, and addresses by providing written notice to the other Parties as specified in the policies and procedures developed by the System Administrator in accordance with the Governance Structure, Attachment "A."

9. Record Keeping. Each Party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, ~~computer-computer~~-related, or otherwise) pertaining to this Contract and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after the Contract expires or is terminated.

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10. Failure of any Party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to the recovery of actual damages, and the prevailing Party's reasonable attorney's fees and costs.

11. Insurance requirements of the Parties shall be as follows:

a. NV ENERGY is self-insured for the initial \$2,000,000 of coverage per occurrence for general liability purposes. NV ENERGY shall keep the insurance coverage described herein in force during the term of this Contract.

b. The DEPARTMENT and COUNTY, for the Term of this Contract and in exception to this Paragraph, shall be self-insured for any and all acts and omissions of and by its agents and employees.

c. Other third Parties, and a Party's users, shall maintain the following insurance coverage throughout the term of this Contract:

i. Worker's Compensation insurance in the form and manner required by the State of Nevada; and

ii. Comprehensive General Liability Insurance for personal injuries/death and property damage with a minimum coverage of \$2,000,000 per occurrence; and

iii. Comprehensive Automobile Liability with bodily injury and property damage with combined single limits of at least \$2,000,000.

d. Proof of Coverage. Parties shall provide each of the other Parties with proof of insurance coverage required herein prior to commencing the services set forth herein and annually thereafter.

e. Notice of Cancellation. Parties shall provide immediate written notification to all other Parties upon cancellation of any insurance coverage required herein.

12. The DEPARTMENT and COUNTY do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The Parties acknowledge that certain portions of NRS Chapter 41 apply to tort claims only, and this Paragraph is not intended to apply such provisions to contract claims arising between the Parties hereto. Contract liability of the Parties shall not be subject to punitive damages. Actual damages for any Party's breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, if any, but not yet paid, for the fiscal year budget in existence at the time of the breach.

13. Force Majeure. No Party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. Indemnification.

a. Each Party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any Party or person, described herein.

b. The indemnification obligation under this Paragraph is conditioned upon service of written notice in accordance with Article III, Paragraph 8, herein by the indemnified Party to the indemnifying Party within thirty (30) calendar days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorney's fees and costs incurred by the indemnified Party's chosen right to participate with legal counsel.

15. The Parties are associated with each other only for the purposes and to the extent set forth in this Contract. Each Party is and shall be an entity separate and distinct from the other Parties and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party or any other person.

16. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by any Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

17. The illegality or invalidity of any provision or portion of this Contract shall not affect the validity of the remainder of the Contract and this Contract shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Contract unenforceable. If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Contract and is not replaced by an enforceable substitute provision.

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18. Neither of the Parties shall assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the other Parties.

19. Except as otherwise provided by this Contract, all or any property presently owned by any Party shall remain in such ownership upon termination of this Contract, and there shall be no transfer of property between the Parties during the course of this Contract.

20. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The DEPARTMENT and COUNTY will have the duty to disclose the same unless a particular record is confidential by law or a common law balancing of interests.

21. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that Party only to the extent that such information is confidential by law or otherwise required to be kept confidential by this Contract.

22. The Parties hereto represent and warrant that the person executing this Contract on behalf of each Party has full power and authority to enter into this Contract and that the Parties are authorized by law to perform the services set forth herein.

23. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Contract. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

24. Any alteration considered to be scope in excess of that scope provided for in this Contract shall be addressed through a written amendment to this Contract. The amount and payment for such extra scope, as well as designation of responsibility for payment of such scope, shall be specified in such written amendment.

25. It is specifically agreed between the Parties executing this Contract that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third Party beneficiary status hereunder, or to authorize anyone not a Party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

26. In connection with the performance of work under this Contract, the Parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The Parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

27. The headings or paragraph titles contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the Parties, nor should they be used to aid in any manner in the construction of this Contract.

28. This Contract together with Attachments "A" through "C," inclusive, constitute the entire agreement of the Parties hereto and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by the Nevada Attorney General.

29. This Contract may be executed in any number of counterparts, and all such counterparts executed and delivered, such as an original, shall constitute but one and the same instrument.

30. Each Party agrees to perform any further acts and to execute and deliver any additional documents that may be reasonably necessary to effectuate any provisions of this Contract.

IN WITNESS WHEREOF, the authorized representatives of the ~~SERVICE PROVIDER~~ and the ~~DEPARTMENT~~ Parties have caused their names to be signed hereon on the date first above written.

Washoe County

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Name and Title (Print)

Approved as to Form:

Deputy District Attorney

Nevada Power Company
Sierra Pacific Power Company

Name and Title (Print)

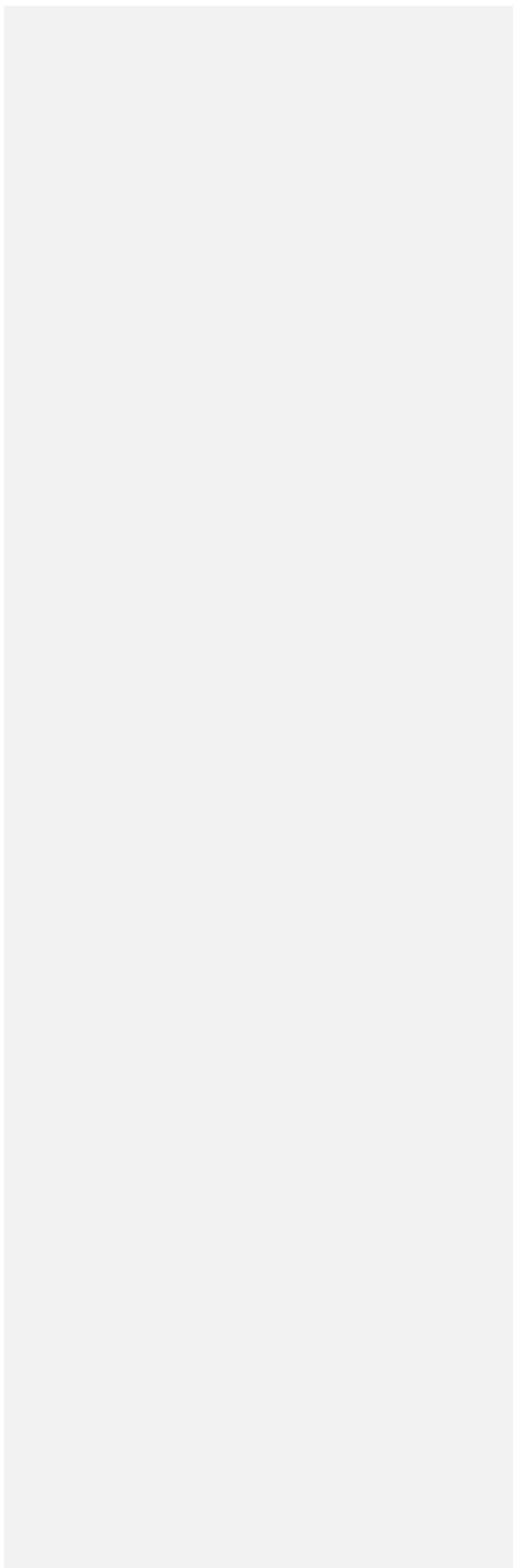
Approved as to Form:

General Counsel

Approved as to Legality and Form:

Deputy Attorney General

DRAFT



Attachment X
AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

I, _____ (Name of Party signing affidavit and Proposal Form)
(title) being duly sworn do depose and say: That _____ (name of person,
firm, association, or corporation) has not, either directly or indirectly, entered into agreement,
participated in any collusion, or otherwise taken any action in restraint of free competitive
bidding in connection with this contract; and further that, except as noted below to the best of
knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the Party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the Party.

Signature

Title

Date

Attachment X

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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Attachment X
Service Providers Cost
Certification of Final Indirect Costs

This is to certify that I have reviewed this Proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. ~~All costs included in this Proposal (Identify Proposal and Date) to establish final indirect cost rates for (Agreement Term) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31; and~~
2. ~~This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.~~

Firm Name: SPCNAME PCNAME

Signature of Certifying Official*: SPCSIGN

Name of Certifying Official*: SPCCERTNAME

Title: SPCTITLE

Date of Execution: SPCCERTDATE

~~*Certifying Official shall be an individual executive or financial officer of the Service Provider's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted for acceptance.~~

ONLY USE IF SERVICE PROVIDER IS A SOLE PROPRIETOR

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ONLY USE IF APPLICABLE
Per Diem Rates Allowed State Employees
(For Information Only)

- 1) Effective July 1, 2007 all State employees will be required to use the GSA per diem rates for in-state and out-of-state travel. The website address is www.gsa.gov and click on Per Diem Rates for the most current rates and information. Rates do vary by season; therefore rates should be verified prior to all travel.
- 2) Meals will be reimbursed in accordance with the meals and incidental expense (M&IE) allowance for the primary destination.
- 3) Employees must deduct the M&IE allowance for all meals that are included in registration or conference fees. The breakdown for the M&IE can be found on the GSA website under Meals and Incidental Expense Breakdown.
- 4) Receipts will be required for all lodging. The maximum allowance for lodging is the amount the employees are eligible to be reimbursed; therefore, all taxes and fees are included in the maximum lodging allowance.
- 5) If the GSA website does not recognize the county in which the employee is traveling, the rate defaults to the standard CONUS location reimbursement rate. These rates may vary, please verify all rates prior to employee travel.
- 6) A copy of the current GSA allowance for lodging and M&IE must be included with the employee travel claim.