

Washoe County P25 Interlocal - DRAFT**1. Purpose and Intent of Agreement**

- 1.1. The regional communications system was established and has been operated in accordance with the terms and provisions of the original Interlocal Agreement dated October, 1999 which agreement was amended on July 1, 2002. The original agreement is due to terminate by its terms in October, 2014. ~~The~~^{is} Amended Interlocal Agreement, dated October 2014, between the County of Washoe, the Washoe County School District, the Nevada Department of Transportation, the City of Reno, the City of Sparks and the Truckee Meadows Fire Protection District provides for the continued development and operation of the Washoe County Regional Communications System (WCRCS).
- 1.2. The participating agencies have operated and do now operate a trunked radio communication system for public safety and other services in the County of Washoe.
- 1.3. The participating agencies need to maintain and upgrade this existing radio communication system to address new technology requirements and aging/availability issues, radio coverage, mutual aid interconnection, etc
- 1.4. It is believed that each of the participating agencies and the public will benefit if the participating agencies upgrade and/or expand the existing radio communication system as a joint effort.
- 1.5. NRS 277.180 provides that public agencies may contract to perform any governmental service, activity, or undertaking.
- 1.6. Nothing in this Agreement is intended to lessen the participating agencies' jurisdictional authority over, and responsibility for, events occurring within their jurisdictions.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**2. Definitions**

- 2.1. “Participating agencies” shall refer to those public sector organizations participating in the WCRCS at the time this Agreement is adopted.
- ~~2.2.~~ “Sponsored agencies” shall refer to a public or private provider sponsored ~~into the WCRCS~~ by a participating agency to use the P25 System for the purpose of enhancing radio communication capabilities for all Parties and agencies.
- ~~2.3.~~ “P25 System” shall refer to the P25 Radio System.
- ~~2.4.~~ “WCRCS” shall refer to the Washoe County Regional Communications System Interlocal Agreement as amended October 2014.
- ~~2.2-2.5.~~ “NSRS” shall refer to the Nevada State Radio System Agreement entered into by Washoe County, Nevada Energy, and the Nevada Department of Transportation.

3. Regional Public Safety Trunked Radio Communications System Goals

~~The original goal of the Washoe County Regional Communications System (WCRCS) was to replace the participating non-public safety and public safety agencies' existing radio communication systems throughout Washoe County with a modern, trunked radio system.~~

- ~~3.1.~~ The ~~A~~ goals of the ~~WCRCS~~ signatories to this Agreement are is-to:

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- 3.1.1. ~~p~~Provide effective and reliable radio communications for routine intra-agency operations as well as inter-agency communications throughout the region during mutual aid and disaster operations.
- 3.2. Facilitating mutual aid ~~is a goal of the WCRCS~~. Consequently appropriate talk groups on the trunked system will be established to support inter-agency communications.
- 3.3. ~~A goal of the WCRCS is to design the trunked radio system to s~~Supporting the requirements of participating public safety and non-public safety agencies.
- 3.4. ~~It is a goal of the WCRCS that, i~~In the future, the jurisdiction of the governance established by this agreement is to be extended to available systems, ~~other than 800Mhz,~~ in order to provide effective, reliable, and continuously up-to-date communications for routine intra-agency operations as well as inter-agency communications throughout the region and throughout the State of Nevada during mutual aid and disaster operations to the fullest extent possible.

4. P25 System ~~WCRCS~~ Participating Agencies

- 4.1. All ~~p~~Participating and ~~s~~Sponsored agencies may own and provide for the maintenance, repair, and replacement of their own end user equipment (mobile/portable radios, desktop base stations, dispatch consoles, etc.).
- 4.2. As part of implementing this agreement, participating agencies shall co-license or transfer any currently allocated Public Safety frequencies to the County of Washoe for use in the ~~WCRCS~~P25 System. Any new licenses for Public Safety frequencies to be utilized for the P25 System~~WCRCS~~ will be co-licensed to the County of Washoe.
- 4.3. No actions by any of the participating agencies may be so broad in nature that they negatively affect or impact the legal integrity of the participating agencies.

5. Additional Participants

- 5.1. ~~As system capacity permits, t~~The Joint Operating Committee, upon the recommendation of the Users Committee, may approve other agencies joining the ~~WCRCS~~P25 System on a case-by-case basis subsequent to the date of adoption of this Agreement, see current agency listing, attached hereto and incorporated herein as Exhibit C.
- 5.2. Priority consideration shall be given to agencies with licensed, public safety/non-public safety frequencies that can be co-licensed or transferred to the P25 System~~WCRCS~~, if such action can result in enhanced radio communications capabilities for all participants.
- 5.3. The one-time costs and the ongoing annual costs for new agencies joining the P25 System ~~WCRCS~~ are identified within Section 12 of this Agreement.
- 5.4. Any Party or agency may apply to the P25 System ~~WCRCS~~ to increase its use and related obligations in the P25 System ~~WCRCS~~ for the purpose of sponsoring a private provider into the P25 System~~WCRCS~~. Such an application is subject to a review process as described below, subject to the recommendations of the P25 System ~~WCRCS~~ Users Committee, and finally subject to the discretion of, and any approval conditions imposed by, the P25 System ~~WCRCS~~ Joint Operating Committee. Applications that offer to provide physical resources, particularly licensed public safety/non-public safety frequencies that can be co-licensed or transferred to the P25 System~~WCRCS~~, shall be given preference if approval of all or part of such an application can produce enhanced

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radio communication capabilities for all Parties and agencies.

- 5.5. A Party or agency must submit an application to the P25 System WCRCS Users Committee, care of the Washoe County Technology Services Department, Regional Services Division at P.O. Box 11130, Reno, NV 89520-0027, to request an increase in its respective use and obligations in the P25 System WCRCS necessitated by sponsoring a private provider. An application shall include descriptive, technical, property, and cost information concerning the requested increase as well as all helpful documentation. The application shall also include information about the private provider's principals and its business, as well as a copy of the related draft contract between the sponsoring Party or agency and the private provider. This draft contract, submitted with an application, must contain provisions for adequate insurance from and indemnifications by the private provider, and further contain warranties that the private provider (i) understands that its proposed participation in P25 System WCRCS is indirect, only as sponsored by the Party or agency, only as approved, and confers no third party beneficiary rights to it under the Agreement; (ii) has read the Agreement and agrees to abide by its terms and conditions, as amended from time to time, as well as these rules, regulations, and policies issued under the P25 System WCRCS; and (iii) understands and agrees that it cannot serve as a member of nor have any vote in the P25 System WCRCS.
- 5.6. Washoe County Technology Services ("WCTS") shall promptly review applications and prepare its recommendations for approval or rejection, in whole or in part, and any cost apportionments, taking into consideration the impact of the requested increase in use upon the P25 System WCRCS. WCTS shall request that the application be placed upon the agenda of the next P25 System Users Committee meeting, to be scheduled pursuant to Paragraph 10.4 of this Agreement, and distribute copies of the application and recommendations to all committee members as soon as practicable prior to the meeting. The Chairman of the P25 System Users Committee will then request that the matter be scheduled for consideration at the earliest possible P25 System Joint Operating Committee meeting pursuant to Paragraph 9.8 of this Agreement. The Users Committee shall recommend approval (and cost apportionments) or rejection of the application in whole or in part at that meeting.
- 5.7. The P25 System Users Committee recommendation, together with a copy of the application, shall be delivered to each member of the P25 System Joint Operating Committee ~~which, The Joint Operating Committee~~ shall approve or reject the application in whole or in part at its scheduled meeting and then notify the sponsoring Party or agency in writing on or before the fifth (5th) business day after such meeting. In the event of approval of the application, and prior to commencement of the private provider's use of the P25 System WCRCS, the sponsoring Party or agency shall notify WCTS in writing as soon as practically possible whether it accepts the approval as defined by the P25 System Joint Operating Committee. Failure to so notify WCTS within ninety (90) calendar days of such P25 System Joint Operating Committee meeting shall constitute automatic rejection by the sponsoring Party or agency of the P25 System Joint Operating Committee's approval. If the sponsoring Party or agency timely notifies WCTS that it accepts the approval, then that Party or agency shall promptly deliver to WCTS a copy of the final, executed contract between the sponsoring Party or agency and the private provider, and shall further take all reasonable steps without unnecessary delay to satisfy the terms and conditions of approval as defined by the P25

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System Joint Operating Committee. WCTS shall ensure that this final contract complies with the terms of approval. The sponsoring Party or agency shall thereafter be solely responsible and liable for the activities, liabilities, and obligations associated with the private provider's activities in the P25 System~~WCRCS~~.

6. Performance Goals

- 6.1. The P25 System ~~WCRCS~~ shall be designed to provide a high level of service and responsiveness as defined by the P25 System J.O.C.
- 6.2. The design goals for the performance of public safety communications equipment, and the quality of coverage provided shall be as defined in Exhibit A.
- 6.3. The P25 System ~~WCRCS~~ shall be designed to meet the loading requirements of the anticipated busiest hour for all planned users over the life of the system.
- 6.4. The costs of providing in-building coverage above and beyond the design goals specified in Section 6.2 of this Agreement shall be the sole financial responsibility of the P25 System ~~WCRCS~~ participating agencies desiring the enhanced in-building coverage.

7. P25 System ~~WCRCS~~ Access Priorities

- 7.1. In the event that all radio channels in the P25 System ~~WCRCS~~ are busy, users wanting to speak shall be prioritized as follows, regardless of how long they have been waiting.
 - 7.1.1. Priority One - Emergency Identification. An Emergency Identification is defined as the message received when a public safety agency calls for immediate assistance by activating an emergency button or switch on the user radio equipment.
 - 7.1.2. Priority Two - Public Safety. Public Safety includes the normal daily radio transmissions of law enforcement, fire service, paramedic providers, and disaster preparedness personnel using the P25 System ~~WCRCS~~. Public Safety also includes P25 System ~~WCRCS~~ users whose normal lower priorities have been temporarily changed to resolve an unusual occurrence or large-scale disaster.
 - 7.1.3. Priority Three - Non-Public Safety, Special Event. Non-Public Safety, Special Event includes planned events involving non-public safety agency participants that are beyond the scope of their normal daily operations.
 - 7.1.4. Priority Four - Non-Public Safety, Regular. Non-Public Safety, Regular includes the normal daily radio transmissions of non-public safety agencies using the system.

8. P25 System ~~WCRCS~~ Governance

- 8.1. Washoe County as the owner of the P25 System, the political subdivision providing the financing for the P25 System infrastructure, and signatory to the NSRS, shall have ultimate legal and fiscal control over the P25 System.
- 8.1.8.2. Subject to such legal and fiscal control and Washoe County's duties described in the NSRS, the The overall goal in governing the P25 System ~~WCRCS~~ is shall be to establish an operational and management structure that will provide the opportunity for pParticipating agencies who have agreed to the fiscal terms of this Agreement to participate in the ongoing administration and management of the system during

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~~throughout~~ the term of this Agreement.

~~8.2.8.3.~~ The P25 System ~~WCRCs~~ Joint Operating Committee and Users' Committee are established by this Agreement. The duties and responsibilities of the P25 System Joint Operating Committee and the Users Committee are set forth in sections 9 and 10 of this Agreement.

~~8.3.8.4.~~ The governance objectives for the P25 System include:

~~8.3.1.8.4.1.~~ Providing a structure that enables administrative and fiscal review of the operation and maintenance of the P25 System ~~WCRCs system~~ by the participating agencies.

~~8.3.2.8.4.2.~~ Establishing an organization that facilitates decision-making.

~~8.3.3.8.4.3.~~ Leveraging resources where appropriate.

~~8.3.4.8.4.4.~~ Developing an organization that will remain flexible and meet the needs of the participants over the term of this Agreement.

~~8.3.5.8.4.5.~~ Updating future public safety communications systems as appropriate.

~~8.5. As required by Nevada law, Washoe County, Washoe County School District, and the Nevada Department of Transportation shall have ultimate legal and fiscal control over the WCRCs proportionate to their fiscal contribution to the construction of the microwave and radio frequency backbone. Subject to such ultimate control, Washoe County, Washoe County School District, and the Nevada Department of Transportation may delegate the fiscal and administrative review of the WCRCs to the Joint Operating Committee.~~

~~8.6. Washoe County, Participating agencies and Sponsored agencies' roles in governance of the P25 System are as follows:~~

~~8.6.1. The Washoe county Manager or designee shall serve on the Governing Board of the NSRS.~~

~~8.6.2. Washoe County shall appoint a single member to the NSRS Technical Advisory Committee ("TAC").~~

~~8.6.3. Participating and Sponsored agencies may make recommendations through the Joint Operating Committee ("JOC") or the User's Committee to the Washoe County manager or the County Manager's designee or to the NSRS TAC.~~

~~8.6.4. Participating and Sponsored agencies may be eligible to designate a representative to serve as members on the NSRS Committee.~~

~~8.4.8.7. Participating and Sponsored Agencies shall provide advice and recommendations to the Washoe County Manager by way of their representatives appointed to the JOC and User's Committees as described in this Agreement.~~

9. Joint Operating Committee Roles and Responsibilities

9.1. Each of the ~~p~~Participating agencies which have signed this agreement desires to participate in the governance of the P25 System ~~WCRCs~~ as a member of the P25 System Joint Operating Committee to be formed under the provisions of this Agreement.

9.2. The Joint Operating Committee ~~shall have responsibility for, and~~ shall provide non-binding recommendations for the administration of; components of the P25 System ~~WCRCs~~ that are common to all ~~p~~Participating agencies.

9.3. The Joint Operating Committee shall serve as the executive committee of the P25 System ~~WCRCs~~.

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9.3.1. The City Managers of Sparks and Reno, the Washoe County Manager, and the Washoe County School Superintendent ~~and the Assistant Director Operations for the Nevada Department of Transportation~~ shall serve on the P25 System Joint Operating Committee.

9.3.1.1. Representatives to the Joint Operating Committee shall serve at the pleasure of their respective appointing authority.

9.3.1.2. Each participating agency shall appoint one of their staff to serve as an alternate for respective appointees to the Joint Operating Committee.

~~9.3.1.1-9.3.1.3.~~ 9.3.1.3. Unless a participating agency appoints a different representative, the agency's appointee and any alternate to the WCRCS JOC shall also serve as the appointee and alternate to the P25 System JOC.

9.4. The Joint Operating Committee shall be responsible for the following:

9.4.1. Organizing and administering the continuing mission of the ~~WCRCS~~P25 System;

9.4.2. ~~Approve the following fiscal years operating and maintenance budgets for the WCRCS microwave and radio frequency backbone. (Nothing within this section shall lessen the authority and responsibility of WCTS to maintain the WCRCS in sound operating condition as defined within Section 11.7, and the responsibility of each participating agency to pay their proportionate cost thereof as provided for in Section 12 of this Agreement);~~

~~9.4.3. Approve capital outlay using the process identified in Exhibit B to this Agreement.~~

9.4.4.9.4.3. Review and recommendation of the five-year capital improvement plan for the microwave and radio frequency backbone as prepared by WCTS.

~~9.4.5.9.4.4.~~ Review and, approve, recommend and modify operating policies and procedures for the ~~WCRCS P25 System to the Washoe County Manager~~ including those identified in Exhibits A and B to this Agreement.

~~9.4.6.9.4.5.~~ Establish subcommittees of staff from participating agencies to ensure technical issues are thoroughly researched.

~~9.4.7.9.4.6.~~ Oversee Provide recommendations to the County Manager concerning the development of long-range plans for the P25 System.

~~9.4.8.9.4.7.~~ Adopt by-laws to govern the Joint Operating Committee's operations.

~~9.4.9.9.4.8.~~ Make recommendations to the County Manager (or ~~his/her~~ designee) regarding the operation, maintenance, and repair of the P25 System~~WCRCS~~.

~~9.4.10.9.4.9.~~ As part of implementing this agreement, make provision for and oversee effective training for individual users.

9.5. Each participating agency shall be entitled to one representative on the Joint Operating Committee.

9.6. Representatives to the Joint Operating Committee shall serve at the pleasure of their respective appointing authority. Each participating agency shall appoint one of their staff to serve as an alternate for appointees to the Joint Operating Committee.

9.7. The Joint Operating Committee shall elect a chairman, vice-chairman, and secretary at its first meeting and thereafter at its first meeting at the beginning of each calendar year. In the absence or inability of the chair to act, the vice chair shall act as the chair. The chair, or in his/her absence the vice-chair, shall preside at and conduct all meetings of the Joint Operating Committee.

9.8. Regular Meetings of the Joint Operating Committee. The Joint Operating Committee

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shall conduct regular meetings, holding at least one regular meeting every quarter. The Joint Operating Committee may provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be requested by a majority of the members. The date and hour of any regular meeting shall be scheduled by order of the Joint Operating Committee.

- 9.9. Minutes. The secretary of the Joint Operating Committee shall keep minutes of meetings in accordance with NRS Chapter 241, Nevada's Open Meeting law. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the members.
- 9.10. Quorum. A simple majority of the Joint Operating Committee constitutes a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. All decisions shall require a simple majority of the members present.
- 9.11. Members of the P25 System ~~WCRCS~~-Joint Operating Committee and any sub-committees shall vote on all items on the basis of one vote per participating agency.
- 9.12. A participating agency may not designate another participating agency to be its proxy for voting purposes.
- 9.13. In the case of Joint Operating Committee actions, an alternate member shall only have a voting right in the absence of the regular member.
- 9.14. An alternate member may be elect to serve as an office of the committee. That person automatically becomes the primary appointee of that agency.
- 9.15. In order to ensure the continued smooth and efficient governance of the P25 System ~~WCRCS~~ while this Agreement is in effect, the JOC is authorized to issue opinion letters to resolve questions that arise from the interpretation of this Inter-local Agreement, from time to time, as the need arises. The JOC may consider any issue that arises upon its own action or upon the suggestion of the User Committee. The JOC shall consult with counsel for the P25 System ~~WCRCS~~ before issuing an opinion letter. Any opinion letter that is adopted and issued by the JOC shall be an action taken by the JOC, upon an agendized item, properly noticed in accordance with NRS Chapter 241. All such opinion letters shall be accumulated in reverse date time sequence in Exhibit D to this Interlocal agreement.

10. User Committee Roles and Responsibilities

- 10.1. The Washoe County Regional Communications System Users Committee shall ~~have responsibility for the following:~~
- 10.1.1. Review and recommend to the P25 System Joint Operating Committee an annual operating and maintenance budget for the P25 System ~~WCRCS~~, as proposed by WCTS;
- 10.1.1.1. ~~The failure to take timely action concerning the budget shall not prevent the Joint Operating Committee from taking action on the budget;~~
- 10.1.2. Review and recommend capital outlay for facility improvements, system hardware, and system software to the Joint Operating Committee;
- 10.1.3. Review and recommend goals and objectives of the P25 System ~~WCRCS~~ to the Joint Operating Committee;
- 10.1.4. Review and recommend long-range plans to the P25 System Joint Operating Committee;
- 10.1.5. Review and recommend additional agencies to the P25 System ~~WCRCS~~ to the

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Joint Operating Committee;

10.1.6. Recommend adoption and modification of operating policies and procedures to the P25 System Joint Operating Committee; and

10.1.7. Adopt by-laws to govern the Users Committee's operations.

10.2. Each participating agency shall be entitled to three representatives on the Users Committee.

10.3. Users Committee membership.

10.3.1. Members of the Users Committee shall consist of public safety managers (i.e., Police Chief, Fire Chief, Sheriff, etc.) and general government managers (e.g., Public Works Director) or their designee.

10.3.2. Each member of the Users Committee shall serve at the pleasure of the appointing authority of the participating agencies, which may replace the members as it wishes in accordance with applicable law. In the event of removal, resignation, or death of a member, the appointing governing body shall promptly appoint a successor to fill the position. The City Managers, County Manager, and School Superintendent, ~~and the Assistant Director Operations for the Nevada Department of Transportation~~ or their designees shall inform the secretary of the Users Committee of the names of the members for their respective agencies.

10.3.3. Unless a participating agency appoints a different representative, the agency's appointee and any alternate to the WCRCS User's Committee shall also serve as the appointee or alternate to the P25 System User's Committee.

~~10.3.1.1.10.3.3.1.~~

~~10.3.2.10.3.4.~~ The Users Committee shall elect a chairman, vice-chairman, and secretary at its first meeting and thereafter at its first meeting at the beginning of each calendar year. In the absence or inability of the chair to act, the vice chair shall act as the chair. The chair, or in his/her absence the vice-chair, shall preside over, act, and conduct all meetings of the Users Committee.

10.4. Regular Meetings of the Users Committee. The Users Committee shall conduct regular meetings, holding at least one regular meeting every quarter. The Users Committee may provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be requested by a majority of the members. The date and hour of any regular meeting shall be scheduled by order of the Users Committee.

10.5. Minutes. The secretary of the Users Committee shall keep minutes of meetings in accordance with NRS Chapter 241, Nevada's Open Meeting law as soon as possible after each meeting, a copy of the minutes shall be provided to each of the members.

10.6. Quorum. A simple majority of the constituent members of the Users Committee constitutes a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. All decisions shall require a majority of the members present.

10.7. Members of the WCRCS-P25 System Users Committee and any sub-committees shall vote on all items on the basis of one vote per agency.

10.8. A participating agency may not designate another participating agency to be its proxy for voting purposes.

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- 10.9. In the case of Users Committee actions, an alternate member shall only have a voting right in the absence of the regular member.

11. Washoe County Technology Services (WCTS)

- 11.1. All personnel and contractors necessary to maintain, operate, and repair the radio frequency and microwave backbone of the P25 System ~~WCRCS~~ shall be under the direction of WCTS and shall be responsible to the County Manager ~~(or his/her designee)~~.
- 11.2. WCTS staff shall serve as an advisor and provide staff functions to the Joint Operating Committee and the Users Committee.
- 11.3. WCTS staff shall manage the day-to-day operation of the P25 System ~~WCRCS~~, subject to the input of the Joint Operating Committee and the Users Committee.
- 11.4. WCTS staff shall provide support as necessary, but shall not have a voting right on any business before the P25 System Joint Operating Committee or the Users Committee, or any sub-committees.
- 11.5. WCTS staff shall perform the functions necessary to ensure that specific system performance goals are maintained throughout the term of the agreement.
- 11.6. As the manager and operator of the P25 System ~~WCRCS~~, WCTS shall have the responsibility to:
- 11.6.1. Provide appropriate staff support to the P25 System ~~WCRCS~~ Joint Operating Committee and the Users Committee as requested, within budgetary restraints.
- 11.6.2. Obtain ~~WCRCS Users Committee review and Joint Operating Committee~~ appropriate approval of major policy decisions related to the P25 System ~~WCRCS~~, which may include input and recommendations from the JOC and User's Committees.
- 11.6.3. Develop contracts with vendors and submit to P25 System ~~WCRCS~~ Joint Operating Committee and Users Committee for review.
- 11.6.4. Implement the regional Public Safety radio frequency and microwave backbone.
- 11.6.5. Retain employees and agents.
- 11.6.6. Acquire, hold, or dispose of property necessary to operate the P25 System ~~WCRCS~~.
- 11.6.7. Charge participating agencies for expenses incurred in ongoing maintenance, repair and operation, and capital outlay required for the P25 System ~~WCRCS~~.
- 11.6.8. Implement policy as it pertains to the radio frequency and microwave backbone.
- 11.6.9. Monitor and maintain WCRCS performance.
- 11.6.10. Obtain County Manager, WCRCS ~~Users Committee review~~ and/or Joint Operating Committee recommendations or approval of the annual WCRCS P25 budget as required by this Agreement.
- 11.6.11. Reassign WCRCS P25 System priorities in extraordinary circumstances and make emergency repairs and capital outlay as required.
- 11.6.12. Provide information as necessary to the County Manager, P25 System ~~WCRCS~~ Joint Operating Committee and Users Committee.
- 11.6.13. Provide operating reports and technical information as necessary to assist the County Manager, P25 System ~~WCRCS~~ Joint Operating Committee and Users Committee.

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- 11.6.14. Establish and maintain accounts and records, including personnel, property, financial, project manager, and other records deemed necessary by the County Manager or P25 System WCRCS-Joint Operating Committee and otherwise maintain appropriate to ensure proper accounting records for all ongoing operations and maintenance costs.
- 11.6.15. Use the records to justify any adjustment to agency expense charges.
- 11.7. WCTS shall be responsible for the maintenance, operation, and repair of the WCRCS-P25 microwave and radio frequency backbone required to keep it in sound operating condition in accordance with recognized standards for such facilities.
- 11.8. On or before February 15th of each fiscal year, WCTS shall prepare a proposed budget for the maintenance, operation, repair, and capital outlay for the P25 System WCRCS-microwave and radio frequency backbone for the ensuing fiscal year. The proposed budget shall then be submitted to the Users Committee for review and recommendation and to the Joint Operating Committee for review and approval. The Joint Operating Committee will then submit that budget to each member's respective governing bodies for their review, consideration, and adoption. The failure of the User's Committee to forward an approval or recommendation not shall not preclude the JOC from reviewing or recommending a final budget.

12. Agency Costs

- 12.1. Costs for agencies joining ~~subsequent to adoption of~~ this Agreement:
- 12.1.1. If the end user equipment loading presented by an agency joining the P25 System WCRCS subsequent to the adoption of this Agreement would adversely impact the ability of the P25 System WCRCS to meet the performance goals specified in Section 6-2 of this Agreement, at the discretion of the Joint Operating Committee, the joining agency may bear the full or portion of the financial responsibility for the costs of upgrading of the microwave and radio frequency backbone.
- 12.1.2. If the area of system coverage presented by an agency joining the P25 System WCRCS subsequent to the adoption of this Agreement would require expansion of the P25 System WCRCS infrastructure to meet the performance goals specified in Section 6-2 of this Agreement, at the discretion of the Joint Operating Committee, the joining agency may bear the full or portion of the financial responsibility for the costs of upgrading of the microwave and radio frequency backbone.
- 12.2. Ongoing operating, maintenance, repair, and capital outlay costs related to operation and maintenance for the radio frequency and microwave backbone shall be shared equitably by the participating and sponsored agencies and shall be based on the proportionate number of radios in use by each the participating and sponsored agencies as a percentage of the total number of radios in use by all agencies participating in the WCRCS. These numbers are to be determined by the Washoe County P25 System Administrator each Fiscal Year.
- 12.1.3.12.2.1. The proportion of radios in use by Participating and Sponsored agencies shall be determined by counting the individual radio identification numbers assigned to each agency.

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- ~~12.2.12.3.~~ Monthly Operating, Repair, Maintenance, and Capital Outlay Charges:
- ~~12.2.1.12.3.1.~~ The costs of ongoing operations, maintenance, repair, and capital outlay of the radio frequency and microwave backbone shall be allocated to the participating agencies on a per radio basis as noted in Section 12.3 of this Agreement. WCTS shall invoice each Participating agency on a monthly basis for its proportionate share.
- ~~12.2.2.12.3.2.~~ Radios temporarily added by an agency to handle a disaster or emergency shall not be a part of determining the agency's ongoing P25 System~~WCRCS~~ costs unless the radios are retained for normal operations following resolution of the disaster or emergency.
- ~~12.2.3.12.3.3.~~ After resolving which participating agencies are participating and determining the actual number of radios to be included, the cost per agency shall be finalized by WCTS.
- ~~12.2.4.12.3.4.~~ The final cost shall be in effect for a period of one fiscal year and shall be adjusted annually to reflect actual costs.
- ~~12.2.5.12.3.5.~~ Costs and expenses that are considered to be shared by the participating agencies are those incurred by WCTS for the benefit of all of the participating agencies as it pertains to the radio frequency and microwave backbone. These costs shall include the following at a minimum:
- ~~12.2.5.1.12.3.5.1.~~ Authorized personnel salaries and fringe benefits;
- ~~12.2.5.2.12.3.5.2.~~ Services and supplies such as utilities, parts, contractual services, etc;
- ~~12.2.5.3.12.3.5.3.~~ Authorized capital outlay expenditures;
- ~~12.2.5.4.12.3.5.4.~~ County-wide overhead charges;
- ~~12.2.5.5.12.3.5.5.~~ Depreciation charges for testing and maintenance equipment used to maintain the radio frequency and microwave backbone, and the physical plant utilized by WCTS; and
- ~~12.2.5.6.12.3.5.6.~~ Other approved expenditures recommended by the Joint Operating Committee.
- ~~12.2.6.12.3.6.~~ Each participating agency shall bear, at its own expense, the operating, repair, maintenance, and capital outlay costs incurred solely for the benefit of a participating agency (e.g., enhancing in-building coverage).
- ~~12.2.7.12.3.7.~~ Replacement costs of end user equipment (mobile/portable radios, desktop base stations, dispatch consoles, etc.) are the sole financial responsibility of the participating agencies.
- ~~12.3.12.4.~~ Revenue received from other public or private agencies (~~other than the participating agencies of P25 SystemWCRCS~~) for the rental of P25 System~~WCRCS~~ facilities such as towers, radio shelters, etc., shall only be used to enable Washoe County, ~~Washoe County School District, and the Nevada Department of Transportation~~ to retire the debt incurred to construct the P25 System~~WCRCS~~. ~~The payment shall be allocated to the Washoe County, Washoe County School District, and the Nevada Department of Transportation based on their proportionate fiscal contribution to the construction of the microwave and radio frequency backbone.~~
- ~~12.4.12.5.~~ Unless otherwise agreed, maintenance and repair of agency-owned end user equipment (mobile/portable radios, desktop base stations, dispatch consoles, etc.) shall be the sole responsibility of each participating agency.

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~~12.5.12.6.~~ Unless otherwise determined by separate agreement, each participating agency shall be responsible for the operating, maintenance, and repair costs associated with connecting to the P25 System~~WCRCS~~ backbone from the point of demarcation to the participating agency radio system equipment.

~~12.6.12.7.~~ WCTS shall be responsible for the maintenance, repair, and operation of the radio frequency and microwave backbone.

~~12.7.~~ ~~The monthly operating, maintenance and repair costs shall be apportioned among the participating agencies by WCTS as described in Section 12.2 of this Agreement, and WCTS shall invoice each participating agency on a monthly basis for its proportionate share.~~

12.8. Each ~~p~~Participating agency shall make payment to WCTS within thirty (30) calendar days of receipt of the invoice. A five percent (5%) late charge shall be imposed upon payments not received by WCTS within fifteen (15) calendar days following the scheduled dates for payment. An additional five percent (5%) late charge shall be imposed if payment is not made within an additional fifteen (15) calendar days. If a charge is not paid in full within sixty (60) calendar days following any scheduled due date, the participating agency shall be in default and subject to immediate and automatic termination in accordance with Section 20 of this Agreement.

~~The City of Reno's contribution to the WCRCS.~~

~~12.9.0. The City of Reno's contribution to the WCRCS shall include the acquisition and funding of the computer aided dispatch/record management system/corrections management system including (a) all interfaces, data conversion, system changes, and customization for the record management system, including the automated report module, and (b) all interfaces, data conversion, system changes, and customization for the corrections management system.~~

~~The City of Sparks contribution to the WCRCS will be the provision, operation, and funding of the operation of the backup dispatch center, and trade in of the existing Sparks Motorola Public Safety trunked radio system backbone and end-user equipment for a \$300,000 credit towards purchase of the WCRCS backbone and public safety radios. A participating agency terminated for late or non-payment forfeits any claim to any assets of the WCRCS~~

13. Agency Costs - P25 System Infrastructure

~~13.1.~~ ~~Washoe County shall have the sole discretion to set the rate of contribution for each of the Participating and Sponsored Agencies for the cost of financing, constructing, outside consultants, and any and all other capital outlay costs for the P25 radio frequency and microwave backbone and infrastructure. The rate of contribution shall include an additional amount of ___ % per year which shall be placed into a Reserve Fund which shall be used in the case of a default by any Agency as described in Subsection 14.2.~~

~~13.1.1. The rate of contribution shall be based on the proportionate number of radios in use by each of the participating and sponsored agencies as a percentage of the total number of radios in use by all agencies participating in the Washoe County P25 System.~~

~~13.1.1.1. The proportion of radios in use by Participating and Sponsored agencies shall be determined by counting the individual radio identification numbers~~

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assigned to each agency.

13.1.1.2. The rate of contribution shall be adjusted annually based on radio identification number counts determined by the Washoe County P25 System Administrator each Fiscal Year.

13.2. Washoe County shall set the rate of contribution as described in section 13.1 of this Agreement until the debt incurred by Washoe County for the P25 System has been retired. At the time Washoe County's debt is retired, the JOC may elect to continue contributions to the P25 System infrastructure fund.

13.3. In recognition of the additional costs required to finance and construct the P25 System and the need for Participating and Sponsored Agencies to budget each year, Washoe County agrees to make reasonable efforts to provide the rate of contribution to each Agency or before [REDACTED], each year. The failure of Washoe County to provide notice of the next year's costs as described herein shall not relieve any Participating or Sponsored Agency of the duty to pay those costs in a timely manner.

13.4. Prior to Fiscal Year 2021 Washoe County will accept pre-payment for costs described in Section 13.1, minus financing costs.

13.4.1. Pre-payment shall be paid to Washoe County in a lump sum amount prior to July 1, 2020.

13.5. Each Participating and Sponsored Agency agrees they shall make payment to Washoe County within thirty (30) calendar days of receipt of the invoice. A five percent (5%) late charge shall be imposed upon payments not received by Washoe County within fifteen (15) calendar days following the scheduled date of payment. An additional five percent (5%) late charge shall be imposed if payment is not made within an additional (15) calendar days. If a charge is not paid by an Agency in full within sixty (60) calendar days following any scheduled due date, that Agency hereby agrees they shall be in default and agrees their participation in this Agreement and the use of the P25 System may be suspended or terminated, in the sole discretion of Washoe County, upon such terms as Washoe County deems reasonable.

14. Delinquencies and Defaults In Excess of 60 Days.

14.1. All Agencies who are Parties to this Agreement agree to pay their payments which are due and owing under this Agreement to Washoe County when due.

14.2. Reserve Fund, Non-Defaulting Agencies to Pay Agencies' Delinquent or Default Costs. In the event an Agency fails to pay when due any obligation required to be paid to Washoe County under this Agreement in excess of 60 days from the date the obligation was required to be paid, that Agency shall be deemed to be in default under this Agreement.

14.2.1. At the end of the 60 day period, if payment for all monies in arrears has not been received, Washoe County shall use any funds available in the Reserve Fund in an amount equivalent to the arrearage. Any Agency in default shall repay any monies required to be withdrawn from the Reserve Fund in addition to any and all other monies owed.

14.2.2. If the Reserve Fund does not have sufficient funds to meet the arrearage of any Agency, Washoe County may require the proportionate payment of any delinquencies created by a defaulting Agency by all non-defaulting Agencies. Proportionate payments would shall be determined as described in 13.1.1. (a) in the same percentages set forth in Section [REDACTED], calculated without taking into account the

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~~percentage of the defaulting Agency, if the delinquency occurs prior to [redacted] or (b) in proportion to each member's contribution to Washoe County for [redacted]. If the delinquency occurs before the expiration of twelve (12) months from the date [redacted] the Agency's contributions for the time period which is available shall be annualized. Washoe County shall send each non-defaulting Agency a statement in accordance with Section [redacted] promptly pursuant to this Subsection. Each non-defaulting Agency shall pay the statement within forty five (45) days after receiving the statement. Washoe County may continue to apportion delinquencies pursuant to this Subsection for so long as the defaulting Agency remains in default for sixty (60) days or more. Non-defaulting Agencies making payments pursuant to this Subsection shall be subrogated to the rights of Washoe County and shall have a right of direct reimbursement against the defaulting Agency.~~

- 14.3. Refund of Section 14.1 Payments.** ~~If a defaulting Agency pays its delinquent amounts owed directly to Washoe County instead of directly reimbursing the non-defaulting Agencies for their payment of the delinquent amounts owed pursuant to this Agreement, Washoe County shall distribute such payment to the non-defaulting Agencies, subject to the provisions of Section 14.5, in the same proportions that the non-defaulting Agencies made payment to Washoe County of the delinquent amounts. Any accrued interest on the delinquent amounts paid by a defaulting Agency shall be distributed to the non-defaulting Agencies in the same proportion as the reimbursement payments. If a non-defaulting Agency has been wholly reimbursed directly by a defaulting Agency, it shall not receive any payment under this Subsection from the defaulting Agency. If only partial reimbursement has been made directly by a defaulting Agency, then payment under this Section to the non-defaulting Agency shall be limited to the balance owed.~~
- 14.4. Late Charges.** ~~Washoe County shall have the right to establish late charges to be paid by any Agency which is delinquent by more than sixty (60) days in any charge or other payment due under this Agreement.~~
- 14.5. Crediting of Delinquent Payments.** ~~Payments made to Washoe County by a defaulting Agency of amounts owed under this Agreement shall be credited (a) first, to interest and late charges then owing, (b) second, to the amounts then due and owing to Washoe County and (c) third, to the amounts owed to the non-defaulting Agencies for reimbursement of delinquent amounts paid on behalf of the defaulting Agency pursuant to Subsection 14.1 and 14.2.~~
- 14.6. Statement of Late Charged and Interest.** ~~Each month Washoe County shall send a statement of late charges and interest owed to any defaulting Agency. Payment shall be due within forty-five (45) days after receipt of the statement. Receipt shall be presumed two days after mailing if sent in accordance with Section [redacted] of this Agreement. Receipt will otherwise be presumed five days after the date on the statement if sent by regular mail.~~
- 14.7. Interest.** ~~All delinquent payments shall bear interest from the date the payment was due at the prime rate most recently published in the Western Edition of the Wall Street Journal plus 2 percent per annum.~~

12. Point of Demarcation for Responsibility of Equipment

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~~12.10. Unless otherwise determined by separate agreement, the demarcation point between WCRCS responsibility for maintenance, repair, and operation and each participating agency responsibility shall be the microwave radio channel bank or network routing equipment termination blocks for the Cities of Reno and Sparks, the Washoe County School District, and the Nevada Department of Transportation.~~

13. Purchase of WCRCS Compatible Equipment

~~Each participating agency agrees to meet WCRCS Public Safety trunked radio specifications, including brands and models when appropriate, for associated equipment used to interconnect to the WCRCS as defined by the J.O.C.~~

~~13.1. Participating agencies agree to comply with the specifications of radio system-related equipment orders as defined by the J.O.C.~~

15. Point of Demarcation for Responsibility of Equipment

~~15.1. Unless otherwise determined by separate agreement, the demarcation point between P25 System responsibility for maintenance, repair, and operation and each participating agency responsibility shall be the microwave radio channel bank or network routing equipment termination blocks for the Cities of Reno and Sparks, the Washoe County School District, and the Nevada Department of Transportation.~~

14.16. Indemnification

~~14.1.16.1. To the fullest extent of Nevada Revised Statutes Chapter 41 liability limitations, the participating agencies agree to hold harmless, indemnify, and defend each other, their respective officers, agents, employees, and volunteers from any loss or liability, financial or otherwise, including but not limited to reasonable attorneys' fees and costs, resulting from any claim, demand, suit, action or cause of action based upon bodily injury, including death, or property damage caused by any action either direct or passive, the omission, failure to act or negligence on the part of the participating agencies or their respective employees, agents, or representatives arising out of their performance of work under this Agreement which may impact the other.~~

15.17. Insurance

~~15.1.17.1. Each Participating or Sponsored agency MEMBER shall rely on its own self-insurance or insurance for coverage and relief of any and all kind regarding the purposes and operations under this Agreement~~GREEMENT~~.~~

16.18. Term of Agreement

~~16.1.18.1. The term of this agreement is for fifteen years from the date of this Agreement with two additional automatic extensions of ten years each.~~

17.19. Agreement Modification; Entire Agreement

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~~17.1.19.1.~~ This Agreement may only be amended with the approval of the Parties' each of the original governing bodies ~~to this Agreement and the Nevada Attorney General~~. Prior to processing an amendment, a recommendation ~~shall~~ may be requested from the WCRCS P25 System Users Committee.

~~17.2.19.2.~~ This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are hereby superseded.

18.20. Termination of Participation

~~18.1.20.1.~~ In order to ~~terminate~~ withdraw from participation prior to the end of the term, the withdrawing agency must provide written notice of intent to ~~terminate~~ withdraw participation. ~~This notice must be provided~~ to WCTS by October 1. The withdrawal shall be effective January 1 ~~for termination of~~ in the year following the receipt of notice ~~fiscal~~ year.

~~18.2.20.2.~~ Termination-Withdrawal shall be granted provided that the withdrawing party:

~~18.2.1.20.2.1.~~ Returns to the P25 System WCRCS all equipment or the value that the P25 System WCRCS Joint Operating Committee determines is required to maintain the P25 System WCRCS for all remaining users; and,

~~18.2.2.20.2.2.~~ If an agency that brought frequencies to the P25 System WCRCS opts to ~~terminate~~ withdraw, the P25 System WCRCS Joint Operating Committee shall negotiate a settlement that either returns the same or equivalent operable frequencies, or provides equitable compensation if frequencies are left with the P25 System WCRCS.

~~18.3.~~ Any agency wishing to withdraw from this Agreement, but still use the microwave and radio frequency backbone, remains responsible for paying its share of the annual operating, maintenance, repair, and capital outlay costs as defined in Section 12.

~~18.4.20.3.~~ Washoe County retains the right to seek legal redress, if necessary, to obtain payment on amounts due from other participating agencies.

~~— A participating agency terminated for late or non-payment forfeits any claim to any assets of the WCRCS.~~

~~18.5.~~ Funding Out Clause. If a participating agency fails to obligate requisite funds for any ensuing year(s) for payment of amounts due under this Agreement, necessitating cancellation of the participation in the WCRCS of that participating agency, said participating agency shall notify WCTS by April 15th of the non-appropriation of funds. In the case of the Nevada Department of Transportation, said notice shall be given by June 15th in a legislative year, unless the Legislative session is extended, in which case notice will be given upon the end of the session.

20. Alternate Dispute Resolution

20.1. In the event of a dispute arising out of this agreement, such a dispute will be settled by means of a mutually agreeable method of Alternate Dispute Resolution prior

to the commencement of any court action.

- 20.2. No party to a dispute resolved in accordance with a mutually agreeable alternative dispute resolution method and no party to a dispute which is resolved as a result of an action filed in a court of competent jurisdiction is entitled to an award of attorney's fees even if said party is deemed to be the prevailing party. Costs of court may be awarded in accordance with law.

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