

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 Washoe County Regional Communications System Interlocal Agreement dated October, 1999, henceforth amended on July 1, 2002 and amended again in October, 2014. This Interlocal Agreement, dated [REDACTED], provides for the financing, development, operation, and management of the Project 25 (P25) Washoe County Regional Communications System (WCRCS).
- 1.2. The Partner 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 Partner Agencies need to maintain and upgrade the existing radio communication system to address new technology requirements and aging/availability issues, radio coverage, mutual aid interconnection, etc., and recommended Washoe County enter into an agreement with the State of Nevada and Nevada Energy known as the Nevada Shared Radio System (“NSRS”) Agreement, which governs the process for purchase, operation, and governance of the statewide P25 radio system which will replace the 800 MHz System.
- 1.4. To fulfill its duties to purchase its portion of the NSRS, Washoe County is financing the purchase with a combination of cash and by the issuance of municipal bonds. The Partner Agencies who will use the system seek to assist the County in repaying the bonds in amounts proportional to the Agencies’ use and to describe the process by which they will do so.
- 1.5. Subject to the County’s duties under the NSRS, and its legal and fiscal control, the Partner Agencies desire to establish an operational and management structure that will provide the opportunity to participate in the ongoing administration and management of the system during the term of this Agreement.
- 1.6. The Partner Agencies and the public will benefit if the Partner Agencies upgrade and/or expand the existing radio communication system as a joint effort, and the Joint Operating and ~~User~~ Technical Advisory Committees are established by this Agreement, and imbued with duties and responsibilities as described herein.
- 1.7. NRS 277.180 provides that public Agencies may contract to perform any governmental service, activity, or undertaking.
- 1.8. Nothing in this Agreement is intended to lessen the Partner Agencies' jurisdictional authority over, and responsibility for, events occurring within their jurisdictions.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

2. Definitions

- 2.1. “Partner Agencies” shall refer to those public sector organizations whoPartner enter into this Agreement.
- 2.2. “Sponsored Agencies” shall refer to a public or private provider sponsored by a Partner 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.

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- 2.4. "WCRCS" shall refer to the Washoe County Regional Communications System Interlocal Agreement as amended October 2014.
- 2.5. "NSRS" shall refer to the Nevada Shared Radio System Agreement entered into by Washoe County, Nevada Energy, and the Nevada Department of Transportation.
- 2.6. "Radio Identification Numbers" shall refer to LID's associated with the 800 MHz System and UID's associated with the P25 System.

3. Regional Public Safety Trunked Radio Communications System Goals

- 3.1. The goals of the signatories to this Agreement are to:
 - 3.1.1. 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. Facilitate mutual aid. Consequently, appropriate talk groups on the trunked system will be established to support inter-agency communications.
- 3.3. Support the requirements of Partner public safety and non-public safety Agencies.
- 3.4. In the future, the jurisdiction of the governance established by this agreement is to be extended to available systems, 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 Partner Agencies

- 4.1. All Partner and 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, Partner Agencies shall co-license or transfer any currently allocated Public Safety frequencies to the County of Washoe for use in the P25 System. Any new licenses for Public Safety frequencies to be utilized for the P25 System will be co-licensed to the County of Washoe.
- 4.3. No actions by any of the Partner Agencies may be so broad in nature that they negatively affect or impact the legal integrity of the Partner Agencies.

5. Additional Participants

- 5.1. The P25 System Joint Operating Committee, upon the recommendation of the P25 System ~~Users~~Technical Advisory Committee, may recommend approval of other Agencies joining the P25 System on a case-by-case basis subsequent to the date of adoption of this Agreement using the application process described in this Section. 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, 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 are identified within Section 12 and 13 of this Agreement.

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- 5.4. Any Party or agency may apply to the P25 System to increase its use and related obligations in the P25 System for the purpose of sponsoring a private provider into the P25 System. Such an application is subject to a review process as described below, subject to the recommendations of the P25 System Users Technical Advisory Committee, and finally subject to the discretion of, and any approval conditions imposed by, the P25 System 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, shall be given preference if approval of all or part of such an application can produce enhanced radio communication capabilities for all Parties and Agencies.
- 5.5. A Party or agency must submit an application to the P25 System Users Technical Advisory Committee, care of the Washoe County Technology Services Department, Regional Services Division at 1001 E. 9th Street, Building C, Reno, NV 89512, to request an increase in its respective use and obligations in the P25 System 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 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; and (iii) understands and agrees that it cannot serve as a member of nor have any vote in the P25 System.
- 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. WCTS shall request that the application be placed upon the agenda of the next P25 System Users Technical Advisory 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 Technical Advisory 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 Technical Advisory 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 Technical Advisory Committee recommendation, together with a copy of the application, shall be delivered to each member of the P25 System Joint Operating Committee which 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, the sponsoring Party or agency shall notify WCTS in writing as soon as practically

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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 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.

6. Performance Goals

- 6.1. The P25 System 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 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 individual Partner Agencies desiring the enhanced in-building coverage.

7. P25 System Access Priorities

- 7.1. In the event that all radio channels in the P25 System 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. Public Safety also includes P25 System 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.

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8. P25 System Governance

- 8.1. The overall goal in governing the P25 System is to establish a financial, operational and management design that will provide the opportunity for Partner Agencies who have agreed to the fiscal terms of this Agreement to participate in the ongoing administration and management of the system during the term of this Agreement.
- 8.2. In furtherance of that goal, WC has offered, and the Partner Agencies have accepted the county's offer, to accept responsibility for the ownership, financing and overall operation of the P25 System, subject to the rights and duties of the JOC and User's Committees as described herein. Washoe County will use its favorable bond and credit rating to obtain financing terms which will benefit all of the Partner Agencies by allowing them to make payments over the term of the bond repayment rather than being required to pay the costs up front, and by lowering their costs for financing.
- 8.3. In exchange for the County's acceptance of the risks attendant with owning and financing the P25 System, the Partner Agencies have agreed to assist in repayment of the monies borrowed as described in Section 13, and to participate in the management, administration, and operation of the P25 System as described herein.
- 8.4. The P25 System Joint Operating Committee and Users Technical Advisory' Committee are established by this Agreement. The duties and responsibilities of the P25 System Joint Operating Committee and the Users Technical Advisory Committee are set forth in sections 9 and 10 of this Agreement.
- 8.5. The governance objectives for the P25 System include:
 - 8.5.1. Providing a structure that enables administrative and fiscal review of the operation and maintenance of the P25 System by the Partner Agencies.
 - 8.5.2. Establishing an organization that facilitates decision-making.
 - 8.5.3. Leveraging resources where appropriate.
 - 8.5.4. Developing an organization that will remain flexible and meet the needs of the participants over the term of this Agreement.
 - 8.5.5. Updating future public safety radio communications systems as appropriate.
- 8.6. Washoe County, Partner 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. Partner 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. Partner and Sponsored Agencies may be eligible to designate a representative to serve as members on the NSRS Users Committee.
- 8.7. Partner 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

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- 9.1. Each of the Partner Agencies which have signed this agreement desires to participate in the governance of the P25 System 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 provide direction and recommendations for the administration of components of the P25 System that are common to all Partner Agencies.
- 9.3. The Joint Operating Committee shall serve as the executive committee of the P25 System.
 - 9.3.1. The City Managers of Sparks and Reno, the Washoe County Manager, and the Washoe County School District Superintendent shall serve on the P25 System Joint Operating Committee.
 - 9.3.2. Other Partner Agencies shall be entitled to one representative on the Joint Operating Committee of their own choosing.
 - 9.3.2.1. Each Partner Agency's representatives to the Joint Operating Committee shall serve at the pleasure of their respective appointing authority.
 - 9.3.3. Each Partner agency shall also appoint one of their staff to serve as an alternate for respective appointees to the Joint Operating Committee.
 - 9.3.4. Unless a Partner 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 P25 System.
 - 9.4.2. Review and recommendation of the five-year capital improvement plan for the microwave and radio frequency backbone as prepared by WCTS.
 - 9.4.3. Review and recommend operating policies and procedures for the P25 System to the Washoe County Manager including those identified in Exhibits A and B to this Agreement.
 - 9.4.4. Establish subcommittees of staff from Partner Agencies to ensure technical issues are thoroughly researched.
 - 9.4.5. Provide recommendations to the County Manager concerning long-range plans for the P25 System.
 - 9.4.6. Adopt by-laws to govern the Joint Operating Committee's operations.
 - 9.4.7. Make recommendations to the County Manager or designee regarding the operation, maintenance, and repair of the P25 System.
 - 9.4.8. As part of implementing this agreement, make provision for and oversee effective training for individual users.
- 9.5. Representatives to the Joint Operating Committee shall serve at the pleasure of their respective appointing authority. Each Partner Agency shall appoint one of their staff to serve as an alternate for appointees to the Joint Operating Committee.
- 9.6. 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.
- 9.7. Regular Meetings of the Joint Operating Committee. The Joint Operating Committee shall conduct regular meetings, holding at least one regular meeting every quarter. The

Commented [KQ1]: We may add: "...Agencies or direct the Technical Advisory Committee to thoroughly research technical issues."

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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.

- 9.8. 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.
- 9.9. 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.
- 9.10. Members of the P25 System Joint Operating Committee and any sub-committees shall vote on all items on the basis of one vote per Partner agency.
- 9.11. A Partner agency may not designate another Partner agency to be its proxy for voting purposes.
- 9.12. In the case of Joint Operating Committee actions, an alternate member shall only have a voting right in the absence of the regular member.
- 9.13. An alternate member may be elected to serve as an office of the committee. That person automatically becomes the primary appointee of that agency.
- 9.14. In order to ensure the continued smooth and efficient governance of the P25 System 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 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 agenda 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-Technical Advisory Committee Roles and Responsibilities

- ~~10.1. The P25 System Users Committee shall: Unless directed by the P25 System Joint Operating Committee or in accordance with Section 5 of this agreement, all Technical Advisory Committee agenda items shall be for discussion only or informational.~~
- ~~10.1.10.2. The P25 System Technical Advisory Committee may:~~
 - ~~10.1.1. Review and recommend to the P25 System Joint Operating Committee an annual operating and maintenance budget for the P25 System, as proposed by WCTS;~~
 - ~~10.1.1.2. The failure to take timely action concerning the budget shall not prevent the Joint Operating Committee from taking action on the budget;~~
 - ~~10.2.1. Review and discuss technical specifications, modifications, hardware or software directly related to the use, operation or maintenance of the P25 System;~~
 - ~~10.1.2.10.2.2. Review and recommend capital outlay for facility improvements, system hardware, and system software to the Joint Operating Committee;~~
 - ~~10.1.3.10.2.3. Review and recommend goals and objectives of the P25 System to the Joint Operating Committee;~~
 - ~~10.1.4.10.2.4. Review and recommend long-range plans to the P25 System Joint Operating Committee;~~

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- ~~10.1.5.~~10.2.5. Review and recommend additional Agencies to the P25 System to the Joint Operating Committee;
- ~~10.1.6.~~10.2.6. ~~Recommend~~Review adoption and modification of operating policies and procedures to the P25 System Joint Operating Committee; and
- 10.2.7. Adopt by-laws to govern the Users Technical Advisory Committee's operations.
- 10.2.8. At the direction of the Joint Operating Committee and in cooperation with the P25 System Administrator, review technical change requests to the P25 System by participating agencies and provide recommendations to the Joint Operating Committee.
- ~~10.1.7.~~10.2.9.
- ~~10.2. Each Partner agency shall be entitled to three representatives on the Users Committee.~~
- 10.3. Users Technical Advisory Committee membership.
 - 10.3.1. Members of the Users Technical Advisory 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.
 - ~~10.3.1.~~10.3.1.1. Each Partner Agency shall be entitled to three representatives on the Technical Advisory Committee.
 - 10.3.2. Each member of the Users Technical Advisory Committee shall serve at the pleasure of the appointing authority of the Partner 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 District Superintendent, or their designees shall inform the secretary of the Users Technical Advisory Committee of the names of the members for their respective Agencies.
 - 10.3.3. Unless a Partner 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 Users Technical Advisory Committee.
 - 10.3.4. The Users Technical Advisory 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 Technical Advisory Committee.
- 10.4. Regular Meetings of the Users Technical Advisory Committee. The Users Technical Advisory Committee shall conduct regular meetings, holding at least one regular meeting every quarter. The Users Technical Advisory 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 Technical Advisory Committee.
- 10.5. Minutes. The secretary of the Users Technical Advisory 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 P25 System Partner Agencies – at least one Partner Agency representative must be present to represent his or her agency -~~

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~~constituent members~~ of the ~~Users~~Technical Advisory 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~~Partner Agencies present.

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

—A Partner agency may not designate another Partner agency to be its proxy for voting purposes.

10.8.

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

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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 shall be under the direction of WCTS and shall be responsible to the County Manager or designee.

11.2. WCTS staff shall serve as an advisor and provide staff functions to the Joint Operating Committee and the ~~Users~~Technical Advisory Committee.

11.3. WCTS staff shall manage the day-to-day operation of the P25 System, subject to the input of the Joint Operating Committee and the ~~Users~~Technical Advisory 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~~Technical Advisory 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, WCTS shall have the responsibility to:

11.6.1. Provide appropriate staff support to the P25 System Joint Operating Committee and the ~~Users~~Technical Advisory Committee as requested, within budgetary restraints.

11.6.2. Obtain appropriate approval of major policy decisions related to the P25 System, 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 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.

11.6.7. Charge Partner Agencies for expenses incurred in ongoing maintenance, repair and operation, and capital outlay required for the P25 System.

11.6.8. Implement policy as it pertains to the radio frequency and microwave backbone.

11.6.9. Monitor and maintain P25 System performance.

11.6.10. Obtain County Manager, P25 System ~~Users~~Technical Advisory Committee and/or Joint Operating Committee recommendations of the annual P25 System budget as required by this Agreement prior to the Board of County

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Commissioner's adoption of the County's Annual Budget on or before June 1, as required by NRS 354.598.

- 11.6.11. Reassign 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 Joint Operating Committee and ~~Users~~ Technical Advisory Committee.
- 11.6.13. Provide operating reports and technical information as necessary to assist the County Manager, P25 System Joint Operating Committee and ~~Users~~ Technical Advisory Committee.
- 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 Joint Operating Committee and otherwise maintain appropriate 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 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 October 31 or the fourth quarterly meeting of the JOC, whichever comes first, in each calendar year, WCTS shall prepare a proposed budget for the maintenance, operation, repair, and capital outlay for the P25 System microwave and radio frequency backbone for the ensuing fiscal year. Financing of the P25 System shall not be included in this budget and is addressed at Sections 13 and 14 of this Agreement. The proposed budget shall then be submitted ~~to the Users Committee for review and recommendation and to the~~ 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 of their proportionate share of the budget. The failure of the User's Committee to forward an approval or recommendation shall not preclude the JOC from reviewing or recommending a final budget.

12. Agency Costs - Operations, Maintenance and Repair

- 12.1. Costs for Agencies joining this Agreement:
 - 12.1.1. If the end user equipment loading presented by an agency joining the P25 System subsequent to the adoption of this Agreement would adversely impact the ability of the P25 System to meet the performance goals specified in Section 6 of this Agreement, at the discretion of the County, the joining agency may bear the full or a 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 subsequent to the adoption of this Agreement would require expansion of the P25 System infrastructure to meet the performance goals specified in Section 6 of this Agreement, at the discretion of the County, the joining agency may bear the full or a 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

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operation and maintenance for the radio frequency and microwave backbone shall be shared by the Partner and Sponsored Agencies and shall be based on the proportionate number of radios in use by each the Partner and sponsored Agencies as a percentage of the total number of radios in use by all Agencies Partner in the P25 System. These numbers are to be determined by the Washoe County P25 System Administrator each Fiscal Year.

- 12.2.1. The proportion of radios in use by Partner and Sponsored Agencies shall be determined by counting the individual Radio Identification Numbers assigned to each agency. Radios that operate on the P25 System and the 800MHz (WCRCS) System concurrently, shall be counted as a single radio.
- 12.3. Monthly Operating, Repair, Maintenance, and Capital Outlay Charges:
 - 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 Partner Agencies on a per radio basis as noted in Section 12.2.1 of this Agreement. WCTS shall invoice each Partner agency on a monthly basis for its proportionate share.
 - 12.3.1.1. Partner Agencies may request to arrange quarterly or annual payments with WCTS.
 - 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 costs unless the radios are retained for normal operations following resolution of the disaster or emergency.
 - 12.3.3. Washoe County Technology Services shall finalize the cost per agency by utilizing the count, provided by the P25 System Administrator, of individual Radio Identification Numbers assigned to each agency.
 - 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.
 - 12.3.5. Costs and expenses that are considered to be shared by the Partner Agencies are those incurred by WCTS for the benefit of all of the Partner Agencies as it pertains to the radio frequency and microwave backbone. These costs shall include the following at a minimum:
 - 12.3.5.1. Authorized personnel salaries and benefits;
 - 12.3.5.2. Services and supplies such as utilities, parts, contractual services, etc;
 - 12.3.5.3. Authorized capital outlay expenditures;
 - 12.3.5.4. County-wide overhead charges;
 - 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
 - 12.3.5.6. Other approved expenditures recommended by the Joint Operating Committee.
 - 12.3.6. Each Partner agency shall bear, at its own expense, the operating, repair, maintenance, and capital outlay costs incurred solely for the benefit of a Partner agency (e.g., enhancing in-building coverage).
 - 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 Partner Agencies.
- 12.4. Revenue received from other public or private Agencies other than the Partner

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Agencies of P25 System for the rental of P25 System facilities such as towers, radio shelters, etc., shall only be used to enable Washoe County to retire the debt incurred to construct the P25 System.

- 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 Partner agency.
- 12.6. Unless otherwise determined by separate agreement, each Partner agency shall be responsible for the operating, maintenance, and repair costs associated with connecting to the P25 System backbone from the point of demarcation to the Partner agency radio system equipment.
- 12.7. WCTS shall be responsible for the maintenance, repair, and operation of the radio frequency and microwave backbone.
- 12.8. Each Partner 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 (30) 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 (30) calendar days.
- 12.9. If a charge is not paid in full within sixty (90) calendar days following any scheduled due date, the Partner agency shall be in default and subject to immediate and automatic suspension or termination in accordance with Section 14 of this Agreement.

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 Partner 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.
 - 13.1.1. The rate of contribution shall include an additional amount of 10% per year which shall be placed into a Debt Service Reserve Fund which shall be used in the case of a default by any Agency as described in Subsection 14.2. The additional payments shall cease when the Debt Service Reserve Fund has sufficient funds to pay for one year of debt service payments. At or near the final year of debt service payments, if there are monies in the Debt Service Reserve Fund, they shall be used to offset Partner Agency debt service payments.
 - 13.1.2. The rate of contribution shall be based on the proportionate number of radios in use by each of the Partner and sponsored Agencies as a percentage of the total number of radios in use by all Agencies Partner in the Washoe County P25 System.
 - 13.1.2.1. The proportion of radios in use by Partner and Sponsored Agencies shall be determined by counting the individual Radio Identification Numbers assigned to each agency. Radio Identification Number counts for each agency will be finalized by the Washoe County P25 System Administrator by May 1, 2020.
 - 13.1.3. The rate of contribution shall not be adjusted except in the case that a new Partner Agency is accepted into the system and the new agency agrees to the terms of this agreement; or a Partner Agency terminates its participation in this agreement as specified in section 20; or a Partner Agency is suspended or terminated for delinquent or non-payment as described in Section 14. In these cases, the new rate

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of contribution would be determined as specified in 13.1.1 and be effective on July 1 after the agency addition or termination.

- 13.2. The P25 System administrator shall annually, at the first JOC meeting after July 1, review and report to the JOC, system-wide Radio Identification Number counts and the percentage increase or decrease of Radio Identification Number counts. 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 Partner and Sponsored Agencies to budget each year, Washoe County agrees to make reasonable efforts to provide the rate of contribution to each Agency on or before October 31, each year. The failure of Washoe County to provide notice of the next year's costs as described herein shall not relieve any Partner or Sponsored Agency of the duty to pay those costs in a timely manner.
- 13.4. Washoe County will accept pre-payment for the total of all costs described in Section 13.1, minus financing costs. Any agency seeking to pre-pay must sign a written commitment to pre-pay by June 1, 2020. No partial pre-payments will be allowed or accepted.
- 13.4.1. Pre-payment shall be paid to Washoe County in full, on or before July 15, 2020.
- 13.4.2. If an agency pre-pays, no additional payments for financing the new P25 System Infrastructure will be required. Any agency that pre-pays shall not be entitled to a refund for any reason.
- 13.5. Washoe County will include the new P25 System Infrastructure financing costs specified herein, as part of the operations, maintenance and repair invoice described in 12.3.1.
- 13.6. Each Partner 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 (30) 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 (30) calendar days. If a charge is not paid in full within ninety (90) calendar days following any scheduled due date, the Partner agency shall be in default and subject to the provisions in Section 14 of this Agreement.

14. Delinquencies and Defaults In Excess of 90 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. If a charge is not paid by an Agency in full within (90) 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. Partner Agencies have no ownership or other property interests in the P25 System except as described herein, and a Partner agency terminated for late or non-payment therefore has no claim to any assets of the P25 System.
- 14.2. **Debt Service Reserve Fund.** In the event an Agency fails to pay when due any

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obligation required to be paid to Washoe County under this Agreement in excess of 90 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 90-day period, if payment for all monies in arrears has not been received, Washoe County shall use any funds available in the Debt Service Reserve Fund in an amount equivalent to the arrearage. Any Agency in default shall repay any monies required to be withdrawn from the Debt Service Reserve Fund in addition to any and all other monies owed.

14.2.2. If the Debt Service Reserve Fund does not have sufficient funds to meet the arrearage of any Agency, Washoe County may elect to pay the defaulting agency's arrearage.

14.3. **Refund of Section 14.1 Payments.** A defaulting Agency shall pay its delinquent amounts owed directly to Washoe County.

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 ninety (90) 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 then due and owing to the Debt Service Reserve Fund.

14.6. **Statement of Late Charges and Interest.** Each month Washoe County shall send a statement of late charges and interest owed to any defaulting Agency via email and regular mail. Payment shall be due within forty-five (45) days after receipt of the statement. Receipt will be presumed five days after the date on the statement.

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.

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 Partner agency responsibility shall be the microwave radio channel bank or P25 System network routing equipment termination blocks or patch panels.

16. Indemnification

16.1. To the fullest extent of Nevada Revised Statutes Chapter 41 liability limitations, the Partner 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 Partner Agencies or their respective employees, agents, or representatives arising out of their performance of work under this Agreement which may impact the other.

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17. Insurance

- 17.1. Each Partner or Sponsored agency 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.

18. Term of Agreement

- 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.

19. Agreement Modification; Entire Agreement

- 19.1. This Agreement may only be amended with the approval of the Parties' governing bodies. Prior to processing an amendment, a recommendation may be requested from the P25 System Joint Operating Committee.
- 19.2. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are hereby superseded.

20. Termination of Participation

- 20.1. In order to withdraw from participation prior to the end of the term of this Agreement, the withdrawing agency must provide written notice of intent to withdraw participation to WCTS by October 1. The withdrawal shall be effective July 1 of the year following the receipt of notice.
- 20.2. Withdrawal shall be granted provided that the withdrawing party:
 - 20.2.1. Returns to the P25 System all equipment or the value that the P25 System Joint Operating Committee determines is required to maintain the P25 System for all remaining users; and,
 - 20.2.2. If an agency that brought frequencies to the P25 System opts to withdraw, the P25 System 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.
- 20.3. Washoe County retains the right to seek legal redress, if necessary, to obtain payment on amounts due from Partner Agencies electing to withdraw from this agreement or Partner Agencies terminated from the agreement as a result of default as specified in Section 14.

20. Alternate Dispute Resolution

- 20.1. In the event of a dispute arising out of this agreement, such a dispute will be submitted first to 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

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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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