

**WASHOE COUNTY P25 RADIO SYSTEM  
INTERLOCAL AGREEMENT**

## **1. Purpose and Intent of Agreement**

- 1.1. The Washoe County Regional Communication System (WCRCS) 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 \_\_\_\_\_, provides for the financing, development, operation, and management of the Washoe County Regional Communications P25 System (“P25 System”).
- 1.2. The Partner Agencies to this Agreement 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, by and through its Department of Transportation, and NV Energy known as the Nevada Shared Radio System (“NSRS”) Agreement, dated May 9, 2017, 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 the County’s requirement to maintain legal and fiscal management of the P25 System, 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 expand the existing radio communication system as a joint effort, and the Joint Operating and 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, and Washoe County Code 5.456(2) authorizes Washoe County’s Chief Information Officer to negotiate, execute, and administer agreements with other public and private entities as are required to assure the continued present and future operation of Washoe County’s emergency radio system(s).
- 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 or private entities who enter into this Agreement.
- 2.2. “Sponsored Agencies” shall refer to a public or private entity 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.
- 2.4. “WCRCS” shall refer to the Washoe County Regional Communications System.
- 2.5. “WCRCS Agreement” shall refer to the Washoe County Regional Communications System Interlocal Agreement as amended October 2014.
- 2.6. “NSRS” shall refer to the Nevada Shared Radio System Agreement entered into by Washoe County, Nevada Energy, and the Nevada Department of Transportation.
- 2.7. “Radio Identification Numbers” shall refer to the Logical Identifier (“LID”) associated with the Enhanced Digital Access Communication System (“EDACS”) and Unit Identifiers (“UID”) associated with the P25 System.
- 2.8. “Radio Frequency and Microwave Backbone” shall refer to the components of the P25 System critical to the system’s uninterrupted operation including but not limited to microwave links, antennas, power systems, towers, facilities, fiber optics, network switching internet connectivity and system management equipment and software.

**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.
  - 3.1.2. Facilitate mutual aid. Appropriate talk groups on the trunked system will be established to support inter-agency communications.
  - 3.1.3. Support the requirements of Partner public safety and non-public safety Agencies.
- 3.2. In the future, 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 Partner Agencies or any agency they sponsor may take any actions that negatively affect the P25 System or any other users use of the P25 System.

## **5. Additional Participants**

- 5.1. The P25 System Joint Operating Committee, upon the recommendation of the P25 System 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.
- 5.4. Any Partner Agency may submit an application to increase its use and related obligations in the P25 System for the purpose of sponsoring an agency into the P25 System. Such an application is subject to a review process as described below, subject to the recommendations of the P25 System 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 Sponsored and Partner Agencies.
- 5.5. A Partner Agency must submit an application to the P25 System Technical Advisory Committee, care of the Washoe County Technology Services Department, Regional Services Division at 1001 E. 9<sup>th</sup> Street, Building C, Reno, NV 89512, to request an increase in its respective use and obligations in the P25 System necessitated by sponsoring a Sponsored Agency. 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 prospective Sponsored Agency's principals and its business, as well as a copy of the related draft contract between the sponsoring Partner Agency and the Sponsored Agency. This draft contract, submitted with an application, must contain provisions for adequate insurance from and indemnifications by the Sponsored Agency, and further contain warranties that the Sponsored Agency (i) understands that its participation in and use of the P25 System will be indirect, only as allowed by the Partner Agency, only as approved by the P25 JOC, and that the P25 System Agreement confers no third party beneficiary rights to the Sponsored Agency; (ii) has read this P25 Interlocal Agreement and agrees to abide by its terms and conditions, as amended from time to time, as well as the rules, regulations, and policies issued for the P25 System; and (iii) understands and agrees that it cannot serve as a member of the JOC or Technical

- Advisory Committee, or otherwise participate or vote on any matters involving 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 Technical Advisory Committee meeting, to be scheduled pursuant to Section 10.3 of this Agreement and distribute copies of the application and recommendations to all committee members as soon as practicable prior to the meeting. The Technical Advisory Committee shall recommend approval (and cost apportionments) or rejection of the application in whole or in part at that meeting. If approved, the Chair of the P25 System Technical Advisory Committee will then request that the matter be scheduled for consideration at the earliest possible P25 System Joint Operating Committee meeting.
  - 5.7. The P25 System 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 and notify the sponsoring Partner 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 Sponsored Agency’s use of the P25 System, the Partner 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 Partner Agency of the P25 System Joint Operating Committee’s approval. If the Partner Agency timely notifies WCTS that it accepts the approval, then that Partner Agency shall promptly deliver to WCTS a copy of the final, executed contract between the Partner Agency and the Sponsored Agency, 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 Partner Agency shall thereafter be solely responsible and liable for the activities, liabilities, and obligations associated with the Sponsored Agency’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 Joint Operating Committee.
- 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 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.

## **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, Washoe County has offered, and the Partner Agencies have accepted the County's offer, to assume responsibility for the ownership, financing and overall operation of the P25 System, subject to the rights and duties of the Joint Operating and Technical Advisory 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. 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 Technical Advisory Committee are established by this Agreement. The duties and responsibilities of the P25 System Joint Operating Committee and the Technical Advisory Committee are set forth in sections 9 and 10 of this Agreement, respectively.
- 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 statewide P25 System as governed by the NSRS 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 ("NSRS TAC").
  - 8.6.3. Partner and Sponsored Agencies may make recommendations through the Joint Operating Committee ("JOC") or the Technical Advisory 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 regarding the statewide NSRS to the Washoe County Manager by way of their representatives appointed to the JOC and Technical Advisory Committees as described in this Agreement.

## **9. Joint Operating Committee Roles and Responsibilities**

- 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 or their designee shall serve on the P25 System Joint Operating Committee. Other Partner Agencies shall be entitled to one representative of their own choosing on the Joint Operating Committee.
  - 9.3.2. Unless a Partner agency appoints a different representative, the agency's appointee and any alternate to the WCRCS Agreement JOC shall also serve as the appointee and alternate to the P25 System JOC.
- 9.4. The P25 System 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. Provided the following do not conflict with Washoe County's duties and responsibilities under the NSRS:
    - 9.4.2.1. After construction and final acceptance of the P25 System by the County, review and approve of the five-year capital improvement plan for the Radio Frequency and Microwave Backbone as prepared by WCTS. Nothing in this Section allows the JOC to change or amend the P25

- System infrastructure contribution terms described in this agreement at Section 13.
- 9.4.2.2. Review and approve operating policies and procedures for the P25 System including those identified in Exhibits A and B to this Agreement.
  - 9.4.2.3. Provide recommendations to the County Manager concerning long-range plans for the P25 System.
  - 9.4.2.4. Provide direction regarding the operation, maintenance, and repair of the P25 System.
  - 9.4.2.5. Direct the Technical Advisory Committee to meet or establish subcommittees of staff from Partner Agencies to ensure technical issues are thoroughly researched.
  - 9.4.2.6. Adopt by-laws to govern the Joint Operating Committee's operations.
  - 9.4.2.7. 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 chair, vice-chair, 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 hold regular meetings conducted in compliance with NRS Chapter 241, 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.
  - 9.8. 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. 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 officer of the committee. That person automatically becomes the primary appointee of its respective Partner 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 Interlocal 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 Technical Advisory 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. Technical Advisory Committee Roles and Responsibilities**

- 10.1. The P25 System Technical Advisory Committee shall:
  - 10.1.1. Review and recommend to the P25 System Joint Operating Committee an annual operations and maintenance budget for the P25 System, as proposed by WCTS;
    - 10.1.1.1. The failure of the Technical Advisory Committee 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 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 Partner and Sponsored Agencies to the P25 System to the 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 Technical Advisory Committee's operations.
- 10.2. The Technical Advisory Committee shall consist of five members chosen from among the Partner Agencies as appointed by the Joint Operating Committee.
- 10.3. Except as provided herein, each member of the Technical Advisory Committee shall serve a term of two years, or until removed by action of the JOC, resignation, or other similar absence of a member.
  - 10.3.1. At the time the first members of the Technical Advisory Committee are appointed by the Joint Operating Committee, two members shall be appointed to an initial term of one-year and three members shall be appointed to two-year terms. All future terms shall be for two years.
  - 10.3.2. Without limiting the ability of the JOC to remove members for any other reason, failure of a member to attend two meetings in any twelve-month period may result in removal of that member. In the event of the removal of a member, the JOC shall promptly appoint a successor to fill the position for the remainder of the removed members' term.
- 10.4. The Technical Advisory Committee shall elect a chair, vice-chair, 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 Technical Advisory Committee.
- 10.5. Regular Meetings of the Technical Advisory Committee. The Technical Advisory Committee shall conduct regular meetings in compliance with NRS Chapter 241, holding at least one regular meeting every quarter. The 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 or as directed by the JOC. The date and time of quarterly meetings may be scheduled at the first meeting of each calendar year.
  - 10.6. Minutes. The secretary of the 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.
  - 10.7. Quorum. A simple majority of the constituent members of the 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 present. There shall be no alternates or votes by proxy.

## **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 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 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, the 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 Technical Advisory Committee as requested, within budgetary restraints.
  - 11.6.2. Implement policy decisions made by the P25 System Joint Operating Committee or the County Manager related to the P25 System.
  - 11.6.3. Develop contracts with vendors and submit to P25 System Joint Operating Committee and Technical Advisory 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 P25 System Joint Operating Committee recommendation of the annual P25 System budget as required by this Agreement prior to the Board of County Commissioner's adoption of Washoe 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 Technical Advisory Committee.
  - 11.6.13. Provide operations reports and technical information as necessary to assist the County Manager, P25 System Joint Operating Committee and 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.
    - 11.6.14.1. Use the records to justify any adjustment to Partner Agency expense charges.
  - 11.7. WCTS shall be responsible for the maintenance, operation, and repair of the P25 Radio Frequency and Microwave 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 Radio Frequency and Microwave Backbone for the ensuing fiscal year. The costs for P25 System Infrastructure, as addressed in section 13, shall be invoiced but not included in this budget. The proposed budget shall be submitted to the Joint Operating Committee for review and approval. The Joint Operating Committee will then submit the budget to each member's respective governing bodies for their review, consideration, and adoption of their proportionate share of the 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 any 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 Joint Operating Committee, the joining agency may bear all or a portion of the financial responsibility for the costs of upgrading of the Radio Frequency and Microwave 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 Joint Operating Committee, the joining agency may bear all or a portion of the financial responsibility for the costs of upgrading of the Radio Frequency and Microwave Backbone.

- 12.2. Ongoing operation, maintenance, repair, and capital outlay costs related to 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 of the Partner and Sponsored Agencies as a percentage of the total number of radios in use by all Agencies in the P25 System. These numbers are to be determined by the Washoe County P25 Regional Communications Coordinator each Fiscal Year as follows:
  - 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.
  - 12.2.2. After July 1 of each year, WCTS shall finalize the cost for each agency by utilizing the count of individual Radio Identification Numbers assigned to each agency. Final costs by agency shall be presented by WCTS with the operations and maintenance budget as specified in 11.8.
  - 12.2.3. 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. Monthly Operation, Repair, Maintenance, and Capital Outlay Charges:
  - 12.3.1. WCTS shall invoice each Partner or Sponsored Agency for the costs of operations, maintenance, and repair as described in Section 12.2 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. 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 for operation, maintenance and repair of the Radio Frequency and Microwave Backbone. These costs shall include the following at a minimum:
    - 12.3.3.1. Authorized personnel salaries and benefits;
    - 12.3.3.2. Services and supplies such as utilities, parts, contractual services, etc;
    - 12.3.3.3. Authorized capital outlay expenditures;
    - 12.3.3.4. County-wide overhead charges;
    - 12.3.3.5. Depreciation charges for equipment used to maintain the Radio Frequency and Microwave Backbone, and the physical plant utilized by WCTS.
    - 12.3.3.6. Other approved expenditures recommended by the P25 System Joint Operating Committee.
  - 12.3.4. Each Partner Agency shall bear, at its own expense, the operation, repair, maintenance, and capital outlay costs incurred solely for the benefit of a Partner

- Agency (e.g., enhancing in-building coverage).
- 12.3.5. 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 Agencies 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 for construction of 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 operation, maintenance, and repair costs associated with connecting to the P25 System from the point of demarcation to the Partner Agency radio system equipment.
  - 12.7. WCTS shall be responsible for the operation, maintenance, and repair of the Radio Frequency and Microwave Backbone and shall invoice Partner Agencies as described in Section 12.3.1 for all costs associated with such operation, maintenance, and repair.
  - 12.8. Each 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 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.
  - 12.10. Washoe County shall provide written notice of any 30, 60 or 90-day delinquency to the chief executive or administrative officer of the Partner or Sponsored Agency. Such notice shall include a statement of any late charges owed.

### **13. Agency Costs - P25 System Infrastructure**

- 13.1. Each of the Partner Agencies agrees to pay a proportionate share of the total amount of the purchase and construction cost of the P25 System, along with a proportionate share of the costs of financing the purchase and construction of the P25 System incurred by Washoe County, using the rate of contribution described herein. Costs of financing include, without limitation, interest, transaction fees, bond issuance costs such as legal and underwriting fees, bond counsel fees, and disclosures, and any other costs of any kind incurred by Washoe County to finance the purchase and construction of the P25 System.
  - 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 be required any time the balance of the Debt Service Reserve Fund is less than the amount required for one year of debt service

- payments. When the balance in the Debt Service Reserve Fund equals or exceeds the total remaining payments due on the debt incurred for the P25 System Infrastructure, the Debt Service Reserve Fund shall be used to retire the remaining debt.
- 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 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 Regional Communications Coordinator 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. The new rate of contribution will be determined as specified in 13.1.2 and be effective on July 1 after the agency addition.
    - 13.1.3.1. Washoe County agrees to make reasonable efforts to provide the updated 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.
  - 13.1.4. Washoe County shall bill Partner Agencies at the rate determined as described in section 13.1 and 13.1.3 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.
- 13.2. Washoe County will accept pre-payment for the total of all costs described in Section 13.1, minus the costs of financing incurred by Washoe County. Any agency seeking to pre-pay must sign a written commitment to pre-pay by June 8, 2020 executed by the person, board or entity with authority to legally bind the Partner Agency. No partial pre-payments will be allowed or accepted.
    - 13.2.1. Pre-payment shall be paid to Washoe County in full, on or before July 15, 2020.
    - 13.2.2. If an agency pre-pays, the agency shall not be required to make any of the additional payments required by sections 13.1.1 or 13.1.3 of this agreement. Any agency that pre-pays shall not be entitled to a refund for any reason.
  - 13.3. Beginning with the first invoice sent to Partner Agencies after July 1, 2020, Washoe County will include the P25 System Infrastructure debt service (bond principal and interest) and financing costs specified herein at the same time and as a separate line-item on the operations, maintenance and repair invoice described in 12.3.1.
  - 13.4. Each 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 of Section 14 of this Agreement, and Washoe County may withdraw the delinquent

amounts from the Debt Service Reserve Fund to pay the defaulting Agency's deficiency.

- 13.5. Washoe County shall provide written notice of any 30, 60 or 90-day delinquency to the chief executive or administrative officer of the Partner or Sponsored Agency. Such notice shall include a statement of any late charges owed.

#### 14. Delinquencies and Defaults in Excess of 90 Days.

- 14.1. All Agencies who are Parties to this Agreement agree to pay amounts which are due and owing under this Agreement to Washoe County when due. In addition to any other fees or penalties described by this agreement, if an Agency has not paid any such amounts in full within (90) calendar days following any scheduled due date, that Agency hereby agrees they are 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 30 days written notice to the Agency's chief executive or administrative officer, and 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 any 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 from the defaulting Agency's arrearage 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.
    - 14.2.1.1. At any time after an Agency's payment under Section 13 is 30-days past due, Washoe County may withdraw from the Debt Reserve Fund the amount necessary to cover the Agency's payment.
    - 14.2.2. If the Debt Service Reserve Fund does not have sufficient funds to meet the arrearage of any defaulting Agency, Washoe County may elect to pay the defaulting agency's arrearage.
- 14.3. A defaulting Agency shall pay its delinquent amounts owed directly to Washoe County who shall deposit the amounts into the Debt Service Reserve Fund to the extent the fund was used to pay any delinquencies.
- 14.4. **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.

#### 15. Point of Demarcation for Responsibility of Equipment

- 15.1. Unless otherwise determined by separate agreement, the demarcation point between

P25 System responsibility for operation, maintenance, and repair 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. The Partner Agencies to this agreement will not waive and intend to assert all available NRS Chapter 41 defenses and liability limitations. 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.

## **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 sixteen 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 Partner Agencies' 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 Partner Agencies as to the P25 System and any previous oral or written agreements are hereby superseded.
- 19.3. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

## **20. Termination of Participation**

- 20.1. In order to terminate participation prior to the end of the term of this Agreement, the terminating Partner Agency must provide written notice of intent to terminate participation to WCTS by October 1. The termination shall be effective July 1 of the year following the receipt of notice.
- 20.2. Termination shall be granted provided that the withdrawing party:
  - 20.2.1. Returns to the P25 System all equipment or the value of that equipment that the P25 System Joint Operating Committee determines is required to maintain the P25 System for all remaining users; and,
  - 20.2.2. If a Partner Agency that brought frequencies to the P25 System opts to terminate, 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 terminate this agreement or Partner Agencies terminated from the agreement as a result of default as specified in Section 14.
- 20.4. Funding Out Clause. If a Partner Agency fails to allocate requisite funds for any ensuing year(s) for payment of amounts due under this Agreement, necessitating cancellation of the participation in the P25 System Agreement and use of the P25 System, this Agreement shall be terminated as to that Agency when appropriated funds expire. The Agency shall notify WCTS by April 15th of the non-appropriation of funds.

## **21. Alternate Dispute Resolution**

- 21.1. In the event of a dispute arising out of the performance of this agreement or the interpretation 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.
- 21.2. 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.

IN WITNESS WHEREOF, the parties hereto do affix their signatures:

**Reno Tahoe Airport Authority**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Marily Mora, Its President/CEO

*Approved as to form:*

By: \_\_\_\_\_  
Ann Morgan, Its General Counsel

**Nevada Air National Guard**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Approved as to form:*

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Recommended for Approval:*

Date: \_\_\_\_\_

By: \_\_\_\_\_

**United States Drug Enforcement Administration**

Date: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

*Approved as to form:* By: \_\_\_\_\_

Title: \_\_\_\_\_

*Recommended for Approval:*

Date: \_\_\_\_\_ By: \_\_\_\_\_

**Pyramid Lake Paiute Tribe**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Chair, Tribal Council

*Approved as to form:*

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Recommended for Approval:*

Date: \_\_\_\_\_

By: \_\_\_\_\_

**United States Federal Bureau of Investigation**

Date: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

*Approved as to form:* By: \_\_\_\_\_

Title: \_\_\_\_\_

*Recommended for Approval:*

Date: \_\_\_\_\_ By: \_\_\_\_\_

**North Lake Tahoe Fire Protection District**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Chair, Board of Directors

*Approved as to form:*

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Recommended for Approval:*

Date: \_\_\_\_\_

By: \_\_\_\_\_

**City of Reno**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hillary Schieve, Mayor

*Approved as to form:*

By: \_\_\_\_\_  
Karl Hall, City Attorney

*Recommended for Approval:*

Date: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
Ashley Turney, City Clerk

**Reno Sparks Indian Colony**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Chair, Tribal Council

*Approved as to form:*

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Recommended for Approval:*

Date: \_\_\_\_\_

By: \_\_\_\_\_

**City of Sparks**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Ronald E. Smith, Mayor

*Approved as to form:*

By: \_\_\_\_\_

Chet Adams, City Attorney

*Recommended for Approval:*

Date: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Lisa Hunderman, City Clerk

**Truckee Meadow Fire Protection District**

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

Chairman, Board of Fire Commissioners

*Approved as to form:*

By:

\_\_\_\_\_

District Attorney

*Recommended for Approval:*

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

**Truckee Meadows Water Authority**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Vaughn Hartung, Chair, Board of Directors

*Approved as to form:*

By: \_\_\_\_\_

*Recommended for Approval:*

Date: \_\_\_\_\_

By: \_\_\_\_\_

**Nevada System of Higher Education**

Recommended by:

\_\_\_\_\_  
Todd Renwick, Chief of Police

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marc Johnson, President

\_\_\_\_\_  
Date

For the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno, University Police Services

\_\_\_\_\_  
Thom Reilly, Chancellor

\_\_\_\_\_  
Date

**United State Department of Veterans Affairs Police Department**

Date: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

*Approved as to form:* By: \_\_\_\_\_

Title: \_\_\_\_\_

*Recommended for Approval:*

Date: \_\_\_\_\_ By: \_\_\_\_\_

**Washoe County School District**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Kristen McNeil, Interim Superintendent

**Washoe County**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Bob Lucey, Chair, Washoe County Commission

*Approved as to form:*

By: \_\_\_\_\_

District Attorney

*Recommended for Approval:*

Date: \_\_\_\_\_

By: \_\_\_\_\_

Christine Vuletich, Assistant County Manager

**Exhibit A – Performance Goals of the P25 System**

- Outdoor coverage for portable radios will be provided with a Delivered Audio Quality (DAQ – see table 1) of 3.4 with reliability of 95%.
- Indoor coverage for portable radios in buildings within the cities of Reno and Sparks will be provided with a DAQ of 3.4 and reliability of 95% in buildings which generate signal losses of 18 dB or less.
- A grade of service of 2% or better shall be maintained (in a normal busy hour, no more than 2 PTT's out of 100 shall be queued).

**Table 1**

<b>Delivered Audio Quality</b>	<b>Subjective Performance Description</b>
DAQ 5.0	Speech easily understood.
DAQ 4.5	Speech easily understood. Infrequent Noise/Distortion.
DAQ 4.0	Speech easily understood. Occasional Noise/Distortion.
DAQ 3.4	Speech understandable with repetition only rarely required. Some Noise/Distortion.
DAQ 3.0	Speech understandable with slight effort. Occasional repetition required due to Noise/Distortion.
DAQ 2.0	Understandable with considerable effort. Frequent repetition due to Noise/Distortion.
DAQ 1.0	Unusable, speech present but unreadable.

**Exhibit B – Process for Approval of Capital Outlay for the P25 System**

Capital Outlay from revenue generated from Operations and Maintenance fees (Section 12) shall be approved with the following constraints:

- The Joint Operating Committee shall approve capital outlay in excess of \$5,000 to the P25 System Radio Frequency and Microwave Backbone.
- Capital outlay in excess of \$5,000 but less than \$25,000 may be approved retroactively by the Joint Operating Committee, after the expenditure of funds for that capital outlay.
- Capital outlay in excess of \$25,000 shall be approved by the Joint Operating Committee prior to expenditure of funds for that capital outlay.

Nothing in this Section shall lessen the authority of the WCTS to make emergency expenditures in the event of an actual or imminent failure of the P25 System Radio Frequency and Microwave Backbone without the prior approval of the Joint Operating Committee, and the responsibility of each participating agency to pay their proportionate cost thereof as provided for in Section 12 of this Agreement.

**Exhibit C – Partner and Sponsored agencies**

**Partner Agencies:**

Reno Tahoe Airport Authority  
Nevada Air National Guard Fire Department  
United States Drug Enforcement Administration  
United States Federal Bureau of Investigation  
North Lake Tahoe Fire Protection District  
Incline Village General Improvement District  
Pyramid Lake Paiute Tribe  
City of Reno  
Reno Sparks Indian Colony  
City of Sparks  
Truckee Meadows Fire Protection District  
Truckee Meadows Water Authority  
Nevada System of Higher Education  
United States Department of Veterans Affairs Police Department  
Washoe County  
Washoe County School District

**Sponsored Agencies:**

Regional Emergency Medical Services Authority  
Carson City, Nevada  
Storey County, Nevada  
Douglas County, Nevada  
Placer County, California  
Washoe County Health Division – Hospitals