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800 MHz Joint Operating Committee – October 19, 2018 STAFF REPORT - AGENDA ITEM # 11

TO: 800 MHz Joint Operating Committee

FROM: Quinn Korbolic, IT Manager, Regional Services, Technology Services
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SUBJECT:

Washoe County requests input and/or recommendations from the 800 MHz Joint Operating Committee on the Washoe County P25 Regional Communication System Interlocal Agreement.

SUMMARY:

Washoe County requests input and/or recommendations from the 800 MHz Joint Operating Committee on the Washoe County P25 Regional Communication System Interlocal Agreement.

Washoe County has entered into a System Purchase Agreement with Harris Corporation to purchase a new P25 Radio system and had previously entered in to the Nevada Shared Radio System agreement with the Nevada Department of Transportation and NV Energy. Because of these agreements and for other reasons, e.g. concerns about participating agencies impact on meeting quorum, it is necessary to update and or amend the current Washoe County Regional Communications System Interlocal Agreement.

As written, the P25 Regional Communications System Agreement is a new agreement that references the current Washoe County Regional Communications System Interlocal Agreement.

PREVIOUS ACTION:

On February 24th, 2017 The Joint Operating Committee recommended that the Washoe County Manager approve the Nevada Shared Radio System Contract between Washoe County, NV Energy and the State of Nevada, through its Department of Transportation.

On May 9th, 2017, the Board of County Commissioners approved and directed the County Manager to sign the Nevada Shared Radio System Contract between Washoe County, NV Energy and the State of Nevada, through its Department of Transportation.

On September 25, 2018 the Board of County Commissioners approved the System Purchase Agreement between Washoe County and Harris Corporation for the purchase of a P25 Radio System.

RECOMMENDATION:

Washoe County Staff recommend that 800MHz JOC members review the attached Interlocal agreement and provide input and/or recommendations for modifications to the agreement.

*Washoe County
P25 Regional Communication System
Interlocal Agreement*

1. Purpose and Intent of Agreement

1.1 The regional communications system was established and is operated in accordance with the terms and provisions of an Interlocal Agreement dated October, 1999 which agreement was amended on July 1, 2002, and again in October, 2014. The Amended Interlocal Agreement, dated October 2014, between the County of Washoe, the Washoe County School District, the Nevada Department of Transportation, the City of Reno, the City of Sparks and the Truckee Meadows Fire Protection District provided for the continued development and operation of the Washoe County Regional Communications System ("WCRCS"), known as the Enhanced Digital Access Communications System ("EDACS").

1.2 These participating agencies, and others who have joined the Washoe County Regional Communications System ("WCRCS"), have operated and do now operated the EDACS system for public safety and other services in the County of Washoe.

1.3 On ___, following the recommendation of the Joint Operating Committee to do so, Washoe County entered into an agreement with the State of Nevada and Nevada Energy to individually own but cooperatively operate the Nevada State Radio System ("NSRS"), a P25 based radio system.

1.3 On September 25, 2018 Washoe County entered into System Purchase Agreement for the purchase of a new radio system from Harris Corporation known as the "P25 System."

1.4 In recognition of the longstanding cooperation of the Parties to the WCRCS Washoe County agrees to finance the costs of purchase of the P25 System and agrees to allow any signatory to this agreement to use the P25 System upon the terms and conditions stated herein, which includes agreement to pay for the proportional costs of the purchase, buildout, ongoing operations and maintenance costs, and any costs associated with financing the P25 System.

1.5 A goal of the WCRCS was that, in the future, the governance of EDACS was to be extended to this new P25 system 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, and the signatories hereto agree they shall continue to meet the performance goals first described in the WCRCS with regard to the P25 System.

1.6 In recognition of the longstanding cooperation of the Parties to the WCRCS and the belief that each of the participating agencies to this Agreement and the public will benefit if the participating agencies and Washoe County continue to work together as they do under the WCRCS, Washoe County seeks to allow all signatories rights to participate in the oversight and governance of the P25 System as described herein subject to the rights and duties of Washoe County which are described in the NSRS.

1.7 NRS 277.180 provides that public agencies may contract to perform any governmental service, activity, or undertaking.

1.8 Washoe County Code 5.456 allows the Washoe County Chief Information Officer to negotiate and execute 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) and to present such agreements to the Washoe County Board of Commissioners for final approval when required by law or policy.

- 1.9 Nothing in this Agreement is intended to lessen the participating agencies' jurisdictional authority over, and responsibility for, events occurring within their jurisdictions.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

2. Definitions

- 2.1 "Participating agencies" shall refer to Washoe County and those public or private sector organizations who enter into and agree to the terms of this Agreement with Washoe County.
- 2.2 "Sponsored agencies" shall refer to a public or private provider sponsored by a participating agency to use the P25 System for the purpose of enhancing radio communication capabilities for all Parties and agencies.
- 2.3 "P25 System" (WCRCS) shall refer to the P25 radio system.
- 2.4 "WCRCS" shall refer to the Washoe County Regional Communication System Interlocal Agreement as amended October 2014.
- 2.5 "NSRS" shall refer to the Nevada State Radio System Agreement entered into by Washoe County, Nevada Energy, and the Nevada Department of Transportation.

3. Regional Public Safety Trunked Radio Communications System Goals

- 3.1
- 3.2 A continuing goal of the signatories to this Agreement is to 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.
- 3.3 A continuing goal for the signatories to this Agreement is facilitating mutual aid. Consequently, appropriate talk groups on the trunked system will be established to support inter-agency communications.
- 3.4 A continuing goal of the signatories to this Agreement is to operate and maintain the trunked radio system to support the requirements of participating public safety and non-public safety agencies.
- 3.5 A continuing goal of the signatories to this Agreement is that, in the future, the jurisdiction of the governance established by this agreement is to be extended to future radio systems 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 Participating and Sponsored Agencies

- 4.1 All participating and sponsored agencies as defined herein shall be responsible to own and provide for the maintenance, repair, and replacement of their own end user equipment which includes but is not limited to mobile/portable radios, desktop base stations, dispatch consoles, and other equipment which is not part of the infrastructure backbone of the P25 System.
- 4.2 As part of implementing this Agreement, participating agencies shall co-license or transfer any currently allocated Public Safety frequencies to Washoe County 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 Washoe County.
- 4.3 No actions by any of the participating or sponsored agencies may be so broad in nature that they negatively affect or impact the legal integrity of any other participating agencies.

5. Additional Participants Public or private entities seeking to use the P25 System shall apply and be considered as provided in Section 5 of the WCRCS Interlocal.

6. Performance Goals

- 6.1 The P25 System shall be designed to provide a high level of service and responsiveness as recommended by the J.O.C. to Washoe County or the NSRS Governing Board, as applicable.
- 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 responsibility of the participating or sponsored agencies desiring the enhanced in-building coverage.

7. P25 Access Priorities - P25 System Access Priorities are those described in Section 7 of the WCRCS.

8. P25 System Governance

- 8.1 Washoe County shall have ultimate legal and fiscal control over the P25 System.
- 8.2 Subject to such ultimate legal and fiscal control and Washoe County's rights and duties described in the NSRS, the WCRCS Joint Operating Committee shall engage in fiscal and administrative review of the P25 System as described herein and may make non-binding recommendations to Washoe County with regard to re-payment of the costs of construction and financing construction as described in Section 13.

- 8.3 Participating agencies shall be allowed to participate in the ongoing administration and management of the P25 System throughout the term of this Agreement, including participation in the NSRS as described herein and in the NSRS.
- 8.4 The duties and responsibilities of the Joint Operating Committee and the Users Committee with regard to the P25 System are set forth in sections 9 and 10 of this Agreement.
- 8.5 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 participating 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 communications systems as appropriate.

8.6 Washoe County, Participating agencies, and Sponsored agencies roles in governance of the P25 System through the NSRS are as follows:

8.6.1 The Washoe County Manager or the County Manager's 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 Participating and Sponsored agencies may make recommendations through the Joint Operating Committee or the Users Committee to the Washoe County Manager or the County Manager's designee or to the NSRS TAC.

8.6.4 Participating and Sponsored agencies may be eligible to designate a representative to serve as members on the NSRS Users Committee. **NEED CLARIFICATION FROM NSRS ON USER COMMITTEE MEMBERSHIP**

9. Joint Operating Committee Roles and Responsibilities For the P25 System

- 9.1 The JOC shall have the same responsibilities as those described in Section 9 of the WCRCS, provided those duties are not inconsistent with this Agreement and the NSRS.
- 9.2 The JOC shall only have the ability to make recommendations with regard to the Participating Agencies' repayment to the County for the costs of construction and financing the construction of the infrastructure for the P25 System as described in Section 13.

10. User Committee Roles and Responsibilities For the P25 System

- 10.1 The WCRCS Users Committee shall have the same responsibilities as those described in Section 10 of the WCRCS, provided those duties are not inconsistent with this Agreement or the NSRS.

- 10.2 The WCRCS Users Committee shall only have the ability to make recommendations with regard to the re-payment to the County by the Participating Agencies for the costs of construction and financing the construction of the infrastructure for the P25 System as described in Section 13.

11. Washoe County Technology Services (WCTS)

11.1 Subject to any responsibilities or limitations described in the NSRS, WCTS shall have those duties and responsibilities described in Section 11 of the WCRCS.

11.2 On or before February 15th of each fiscal year, WCTS shall prepare a proposed budget for the maintenance, operation, repair, and capital outlay for the P25 System microwave and radio frequency backbone for the ensuing fiscal year. The proposed budget shall then be submitted to the Users Committee for review and recommendation and to the Joint Operating Committee for review and approval. The Joint Operating Committee will then submit that budget to each member's respective governing bodies for their review, consideration, and adoption.

12. Agency Costs P25 System Operations and Maintenance

12.1 With regard to the P25 System, costs for agencies joining subsequent to adoption of this Agreement:

12.1.1 If the end user equipment loading presented by an agency joining the P25 System 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 the full or portion of the financial responsibility for the costs of upgrading of the microwave and radio frequency backbone.

12.1.2 If the area of system coverage presented by an agency joining the P25 System 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 the full or portion of the financial responsibility for the costs of upgrading of the microwave and radio frequency backbone.

12.2 Ongoing operating, maintenance, repair, and capital outlay costs related to operations and maintenance for the radio frequency and microwave backbone shall be shared by the participating and sponsored agencies. **METHODOLOGY FOR COST SHARING IS TBD.**

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 participating agencies on a per radio basis as noted in Section 12.2 of this Agreement. WCTS shall invoice each participating agency on a monthly basis for its proportionate share.
 - 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 costs unless the radios are retained for normal operations following resolution of the disaster or emergency.
 - 12.3.3 After resolving which participating agencies are participating and determining the actual number of radios to be included, the cost per agency shall be finalized by WCTS.
 - 12.3.4 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 participating agencies are those incurred by WCTS for the benefit of all of the participating agencies as it pertains to the radio frequency and microwave backbone. These costs shall include the following at a minimum:
 - 12.3.5.1 Authorized personnel salaries and fringe 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 participating agency shall bear, at its own expense, the operating, repair, maintenance, and capital outlay costs incurred solely for the benefit of a participating agency (e.g., enhancing in-building coverage).
 - 12.3.7 Replacement costs of end user equipment (mobile/portable radios, desktop base stations, dispatch consoles, etc.) are the sole financial responsibility of the participating agencies.
 - 12.4 Revenue received from other public or private agencies (other than the participating 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 participating agency.
 - 12.6 Unless otherwise determined by separate agreement, each participating agency shall be responsible for the operating, maintenance, and repair costs associated with connecting to the P25 System backbone from the point of demarcation to the participating agency radio system equipment. The point of demarcation is specified in Section 13 of the WCRCS Interlocal.
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12.7 WCTS shall be responsible for the maintenance, repair, and operation of the radio frequency and microwave backbone.

12.8 ,

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

13. Agency Costs P25 System Infrastructure

13.1 Washoe County shall have the sole discretion to set the rate of contribution for each of the Participating and Sponsored Agencies for the cost of financing, constructing, consulting, and any and all capital outlay costs for the radio frequency and microwave backbone and infrastructure which shall be shared by the Participating and Sponsored Agencies.

METHODOLGY FOR COST SHARING IS TBD.

13.2 Washoe County shall set the rate of contribution as described in 13.1 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 WCRCS Infrastructure fund.

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

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

14. Purchase of P25 System Compatible Equipment

14.1 Each Participating Agency agrees to meet P25 System public safety and trunked radio specifications, as required by the NSRS, including brands and models when appropriate, for associated equipment used to interconnect to the P25 System, as defined by Washoe County.

14.2 Participating Agencies agree to comply with the specifications of P25 radio system-related equipment orders as defined by Washoe County and as required by the NSRS.

15. Indemnification

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

16. Insurance

16.1 Each MEMBER shall rely on its own self-insurance or insurance for coverage and relief of any and all kind regarding the purposes and operations under this AGREEMENT.

17. Term of Agreement

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

18. Agreement Modification; Entire Agreement

18.1 This Agreement may only be amended with the approval of each of the Parties' governing bodies. Prior to processing an amendment, a recommendation shall be requested from the WCRCS Users Committee.

18.2 This Agreement constitutes the entire agreement of the Parties as to the P25 System and any previous oral or written agreements are hereby superseded.

19. Termination of Participation

19.1 In order to withdraw from participation prior to the end of the term, the withdrawing agency must provide written notice of intent to terminate participation. This notice must be provided to WCTS by October 1 for termination in the following fiscal year.

19.2 Termination shall be granted provided that the withdrawing party:

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

19.2.2 If an agency that brought frequencies to the P25 System opts to withdraw, the 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.

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

19.4 Washoe County retains the right to seek legal redress, if necessary, to obtain payment on amounts due from all Participating Agencies.

19.5 A Participating Agency terminated for late or non-payment forfeits any claim to any assets of the P25 System.

19.6 Funding Out Clause. If a Participating Agency fails to obligate requisite funds for any ensuing year(s) for payment of amounts due under this Agreement, necessitating cancellation of the participation in the P25 System of that Agency, said Agency shall notify WCTS by April 15th of the non-appropriation of funds.

19.7 Any Agency which fails to obligate funds for the ensuing year pursuant to this Section shall be subject to the suspension and termination provisions of this Agreement including but not limited to Sections 12.9, 13.3 and 19.4.

20. Alternate Dispute Resolution

20.1 In the event of a dispute arising out of this Agreement, such a dispute will be settled by means of a mutually agreeable method of Alternate Dispute Resolution prior to the commencement of any court action.

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

Exhibit A - Performance Goals of the P25 System

1. Outdoor coverage, for portable radios, will be provided with a reliability of 97%.
2. Indoor coverage, for portable radios, in buildings in the unincorporated portions of Washoe County, will be provided with a reliability of 95% in buildings which generate signal losses of 15 dB or less.
3. Indoor coverage, for portable radios, in buildings within the cities of Reno and Sparks, will be provided with a reliability of 95% in buildings which generate signal losses of 21 dB or less.
4. 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).

Exhibit B - Process for Approval of Capital Outlay for the P25 System

Except as otherwise provided in the P25 System Interlocal Agreement:

1. Capital outlay shall be defined as money spent to acquire, maintain, repair, or upgrade capital assets. Capital assets may include facilities, machinery, or other operating necessities that are not expended during normal use. Capital outlay shall not include the costs of construction or financing the infrastructure for the P25 System.
2. The Joint Operating Committee shall approve capital outlay in excess of \$5,000 to the P25 microwave and radio frequency backbone.
3. Capital outlay in excess of \$25,000 shall be approved by the Joint Operating Committee prior to expenditure of funds for that capital outlay.
4. 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.
5. Nothing in this Section shall lessen the authority of the WCTS to make emergency capital outlay purchases in the event of system failure of the P25 microwave and radio frequency 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 13 of this Agreement.

Exhibit C

Participating Agencies:

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

Sponsored Agencies:

Regional Emergency Medical Services Authority
Carson City, Nevada
United States Federal Bureau of Investigation
Storey County, Nevada
Douglas County, Nevada
Placer County, California
Washoe County Health Division - Hospitals