

Integrity
Communication
Service



TECHNOLOGY SERVICES

Agenda Item 9

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Officer

DATE:
July 18, 2019

TO:
800 MHz Joint Operating Committee

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SAP

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SUBJECT: Amendments to the Washoe County Regional Communication System Interlocal Agreement

A review and discussion on possible adoption of amendments to the Washoe County Regional Communications System Interlocal agreement.

Quinn Korbolic
Regional Services

SUMMARY:

Due to changes in radio system technology, membership, and legal control, Washoe County is submitting changes to the Washoe County Regional Communication System (WCRCS) Interlocal agreement for review by WCRCS member agencies. The primary changes are meant to address the new P25 System and agency payments for P25 system infrastructure.

Kobe Harkins
Customer & Enterprise
Solutions

Attachment A of this report is the "Washoe County P25 Regional Communication System Interlocal Agreement – Articles 12 - 14."

The primary additions to this agreement included in the attached text are summarized below:

- Added entire section on delinquencies and defaults, Section 14.
- Reserve Fund, Sections 13 & 14.
- Added ability to pre-pay P25 Infrastructure costs, Section 13.4

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Proposed additions to sections 12 and 13 not included in the attached text include:

- LID based cost allocation for operations and maintenance expenses
- LID based cost allocation for P25 infrastructure payments

Any references to the current WCRCS agreement will be rectified by adding the same or similar provisions to the P25 agreement.

RECOMMENDATION: Staff has no recommendation at this time but encourages JOC members to review the agreement, especially the sections highlighted above including the proposed changes, and provide comments or feedback.

*Washoe County P25 Regional Communication System Interlocal Agreement – Articles 12 - 14***12. Agency Costs – Operations and Maintenance.**

- 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 Joint Operating Committee, 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 Joint Operating Committee, 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 operations and maintenance for the radio frequency and microwave backbone shall be shared equitably by the Participating and Sponsored Agencies. METHODOLOGY FOR COST SHARING IS TBD and shall be based on the proportionate number of radios in use by each the participating agency as a percentage of the total number of radios in use by all agencies participating in the WCRCS. These numbers are to be determined by the System Administrator each Fiscal Year.
- 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 System 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;

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- 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. 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.
- 12.5. 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 as described at Section 14 of this Agreement, to the Participating Agency's radio system equipment.
- 12.6. WCTS shall be responsible for the maintenance, repair, and operation of the radio frequency and microwave backbone. .
- 12.7. 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.

13. Agency Costs - P25 System Infrastructure

- 13.1. Washoe County shall have the sole discretion to set the rate of contribution for each of the Participating and Sponsored Agencies for the cost of financing, constructing, outside consultants, and any and all other capital outlay costs for the P25 radio frequency and microwave backbone and infrastructure. The rate of contribution shall include an additional amount of __% per year which shall be placed into a Reserve Fund which shall be used in the case of a default by any Agency as described in Subsection 14.2. METHODOLOGY FOR COST SHARING IS TBD.
- 13.2. Washoe County shall set the rate of contribution as described in section 13.1 of this Agreement until the debt incurred by Washoe County for the P25 System has been retired. At the time Washoe County's debt is retired, the JOC may elect to continue contributions to the P25 System infrastructure fund.
- 13.3. In recognition of the additional costs required to finance and construct the P25 System and the need for Participating and Sponsored Agencies to budget each year, Washoe County agrees to make reasonable efforts to provide the rate of contribution to

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each Agency or before ____, each year. The failure of Washoe County to provide notice of the next year's costs as described herein shall not relieve any Participating or Sponsored Agency of the duty to pay those costs in a timely manner.

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

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

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

14. Delinquencies and Defaults In Excess of 60 Days.

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

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

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

14.2.2. If the Reserve Fund does not have sufficient funds to meet the arrearage of any Agency, Washoe County may require the payment of any delinquencies created by a defaulting Agency by all non-defaulting Agencies (a) in the same percentages set forth in Section ____, calculated without taking into account the percentage of the defaulting Agency, if the delinquency occurs prior to ____ or (b) in proportion to each member's contribution to Washoe County for ____ If the delinquency occurs before the expiration of twelve (12) months from the date . . . the Agency's contributions for the time period which is available shall be annualized. Washoe County shall send each non-defaulting Agency a statement in accordance with Section ____ promptly pursuant to this Subsection. Each non-defaulting Agency shall pay the statement within forty-five (45) days after receiving the statement. Washoe County may continue to apportion delinquencies pursuant to this Subsection for so long as the defaulting Agency remains in default for sixty (60) days or more. Non-defaulting Agencies making payments pursuant to this Subsection shall be subrogated to the rights of Washoe County and shall have a right of direct reimbursement against the defaulting Agency.

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- 14.3. **Refund of Section 14.1 Payments.** If a defaulting Agency pays its delinquent amounts owed directly to Washoe County instead of directly reimbursing the non-defaulting Agencies for their payment of the delinquent amounts owed pursuant to this Agreement, Washoe County shall distribute such payment to the non-defaulting Agencies, subject to the provisions of Section 14.5, in the same proportions that the non-defaulting Agencies made payment to Washoe County of the delinquent amounts. Any accrued interest on the delinquent amounts paid by a defaulting Agency shall be distributed to the non-defaulting Agencies in the same proportion as the reimbursement payments. If a non-defaulting Agency has been wholly reimbursed directly by a defaulting Agency, it shall not receive any payment under this Subsection from the defaulting Agency. If only partial reimbursement has been made directly by a defaulting Agency, then payment under this Section to the non-defaulting Agency shall be limited to the balance owed.
- 14.4. **Loss of Voting Rights.** If an Agency is delinquent for more than sixty (60) days in making payment to Washoe County of any payments due under this Agreement, during the period of such delinquency (a) the defaulting Agency shall not be entitled to vote on any matter coming before the User's Committee or JOC, (b) the governing board of the defaulting Agency shall have no right of approval pursuant to the provisions of this Agreement, (c) during the time of delinquency any provision of this Agreement requiring the approval of the defaulting Agency shall be determined without reference to the required vote of the delinquent member.
- 14.5. **Late Charges.** Washoe County shall have the right to establish late charges to be paid by any Agency which is delinquent by more than sixty (60) days in any charge or other payment due under this Agreement.
- 14.6. **Crediting of Delinquent Payments.** Payments made to Washoe County by a defaulting Agency of amounts owed under this Agreement shall be credited (a) first, to interest and late charges then owing, (b) second, to the amounts then due and owing to Washoe County and (c) third, to the amounts owed to the non-defaulting Agencies for reimbursement of delinquent amounts paid on behalf of the defaulting Agency pursuant to Subsection 14.1 and 14.2.
- 14.7. **Statement of Late Charged and Interest.** Each month Washoe County shall send a statement of late charges and interest owed to any defaulting Agency. Payment shall be due within forty-five (45) days after receipt of the statement. Receipt shall be presumed two days after mailing if sent in accordance with Section __ of this Agreement. Receipt will otherwise be presumed five days after the date on the statement if sent by regular mail.
- 14.8. **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 participating agency responsibility shall be the microwave radio channel bank or network routing equipment termination blocks for the Cities of Reno and Sparks, the

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Washoe County School District, and the Nevada Department of Transportation.