

AMENDMENT TO THE OCTOBER 2014 WASHOE COUNTY  
REGIONAL COMMUNICATION SYSTEM  
INTERLOCAL AGREEMENT

This Amendment to the October 2014 Washoe County Regional Communication System Interlocal Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Participating Agencies ("the Agencies") to that Agreement.

RECITALS

WHEREAS the Agencies have entered into the Agreement dated October 2014 describing the ownership, operation, maintenance, financing, and other relevant aspects of the Washoe County Regional Communication System ("WCRCS"); and,

WHEREAS a goal of the Agencies in entering the WCRCS is to establish the governance of any future radio 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 the State of Nevada during mutual aid and disaster operations to the fullest extent possible; and,

WHEREAS following approval the Washoe County Board of Commissioners of recommendations from the Users and Joint Operating Committees to enter into the Nevada Shared Radio System Agreement ("NSRS") which governs the ownership, operation and maintenance of a new radio system known as the P25 System, Harris Corporation was chosen to build the P25 System; and,

WHEREAS Washoe County is financing the cost of the build-out of the new P25 System and the Parties have agreed to repay the County for their proportional share of the costs of the system and seek to amend the Agreement to reflect that process; and,

WHEREAS the Agreement at Section 18.1 requires amendments to the Agreement originate with a recommendation from the WCRCS Users Committee, be in writing, and approved by each of the original governing bodies to the Agreement and the Nevada Attorney General; and,

WHEREAS the Users Committee at a public meeting held \_\_\_\_\_, 2018 recommended the Agreement be amended as set forth herein; and,

NOW THEREFORE and in consideration of the mutual promises provided herein and subject to the terms and conditions provided below the Parties agree to amend the Agreement as follows:

A. Section 12.2 shall be amended to read "12.2 Apportionment and Payment Of System Costs"

B. A new section, 12.2.1 shall be added which reads:

"Ongoing operating, maintenance, repair, and capital outlay costs for the radio frequency and microwave backbone shall be shared equitably by the participating and sponsored agencies and shall be based on the proportionate number of radios in use by each of the participating and sponsored agencies as a percentage of the total number of radios in use by all agencies

participating in the WCRCS. These numbers are to be determined by the System Administrator each Fiscal Year.”

C. A new Section 12.2.2 shall be added which reads:

“The Parties agree Washoe County has legal ownership and fiscal control and responsibility for the P25 Radio System and that Washoe County shall therefore pay for the cost of constructing the radio frequency and microwave backbone for the P25 Radio System. The Agencies agree Washoe County shall have the right to recover the costs of the P25 radio system from the Participating and Sponsored Agencies as described herein. On or around July 1 of each year beginning July 1, 2019 Washoe County shall bill the Participating and Sponsored Agencies in an amount to be determined by Washoe County based on the proportionate number of radios authorized by WCTS to be used on the system by each of the participating and sponsored agencies as described in section 12.2.1, until the debt incurred by Washoe County for the P25 Radio System has been retired. The payments to Washoe County described in this section shall be remitted per the schedule described in section 12.9. These costs are in addition to the costs described in Section 12.2.1.”

D. A new Section 12.2.3 shall be added which reads:

“Following final successful completion of construction of the P25 System the ongoing operating, maintenance, repair, and capital outlay costs for the radio frequency and microwave backbone for the P25 System shall be shared equitably by the participating and sponsored agencies and shall be based on the proportionate number of radios authorized by WCTS to be used on the P25 System by each of the participating and sponsored agencies as a percentage of the total number of radios in use by all agencies participating in the WCRCS. These numbers are to be determined by the System Administrator each Fiscal Year and are in addition to the costs described in Sections 12.2.1 and 12.2.2.

In witness wherefore, the parties hereto have executed this Agreement on the day and in the year first written above.

Signatures\_\_\_\_\_