

Integrity
Communication
Service



TECHNOLOGY
SERVICES

Agenda Item 9

Craig Betts
Chief Information
Officer

DATE:

December 20, 2018

TO:

800 MHz Users Committee

FROM:

Quinn Korbolic, IT Manager – Regional Services, 775-328-2348,
qkorbolic@washoecounty.us

SUBJECT: Amendments to the Washoe County Regional Communication System Interlocal

A review, discussion, and possible action to recommend that the 800 MHz Joint Operating Committee adopt amendments to the Washoe County Regional Communications System Interlocal agreement.

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. Functionally, the goal is to maintain the current WCRCS Interlocal, including the JOC and Users Group, for both systems while making clear there are different duties and responsibilities with regard to the P25 System.

The current WCRCS Interlocal requires that the 800 MHz User Committee recommend that the Interlocal be amended. Thereafter, the proposed amendments can be reviewed, modified and ultimately approved by each of the original governing bodies to the agreement.

The text of the amendment is attached to this report and had been sent our previously to members of the 800 MHz Joint Operating Committee.

Strategic Objective supported by this item: Safe, secure and healthy communities.

RECOMMENDATION

Recommend that Washoe County Regional Communication System Interlocal agreement be amended with the understanding that participating agencies will review, modify and approve of the amendment before the amendment is adopted.

POSSIBLE MOTION

Should the Committee agree with staff's recommendation a possible motion would be: "Recommend that Washoe County Regional Communication System Interlocal agreement be amended with the understanding that participating agencies will review, modify and approve of the amendment before the amendment is adopted. "

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P25 Agreement with Redline

1 Purpose and Intent of Agreement

1.1 The regional communications system was established and ~~is has been~~ operated in accordance with the terms and provisions of ~~an the original~~ Interlocal Agreement dated October, 1999 which agreement was amended on July 1, 2002, ~~and again. The original agreement is due to terminate by its terms~~ in October, 2014. ~~The Amended Interlocal~~ This 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~~ provides 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~~ The participating agencies, ~~and others who have joined the Washoe County Regional Communications System ("WCRCS")~~, have operated and do now operate the EDACS ~~operate a trunked radio communication~~ system for public safety and other services in the County of Washoe.

1.3 ~~On~~ On, following the recommendation of the Joint Operating Committee ~~The participating agencies need to do so~~, Washoe County entered into an agreement with the State of ~~Nevada maintain~~ and Nevada Energy to individually own but cooperatively operate the Nevada State Radio System ("NSRS"), a P25 based ~~upgrade this existing radio communication system~~.

1.3 ~~On September 25, 2018 Washoe County entered into System Purchase Agreement for the purchase of a to address new technology requirements and aging/availability issues, 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 coverage, 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, interconnection, etc

1.6 ~~In recognition of the longstanding cooperation of the Parties to the WCRCS and the belief it is believed~~ 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

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County which are described in the NSRS~~Upgrade and/or expand the existing radio-communication system as a joint effort.~~

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 participating in the terms of WCRCS at the time this Agreement with Washoe County is adopted.

2.2 “

Sponsored agencies” shall refer to a public or private provider sponsored ~~into the WCRCS~~ 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.

3.3 Regional Public Safety Trunked Radio Communications System Goals

3.1

3.2 A continuing goal of the signatories to this Agreement ~~The original goal of the Washoe County Regional Communications System (WCRCS) was to replace the participating non-public safety and public safety agencies' existing radio communication systems throughout Washoe County with a modern, trunked radio system.~~

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~~A goal of the WCRCS~~ 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~~Facilitating mutual aid. ~~is a goal of the WCRCS.~~ 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~~WCRCS is to operate and maintain~~design~~ the trunked radio system to support the requirements of participating public safety and non-public safety agencies.

3.5 ~~A continuing~~It is a goal of the ~~signatories to this Agreement is~~WCRCS that, in the future, the jurisdiction of the governance established by this agreement is to be extended to future radio~~available~~ systems, ~~other than 800Mhz, in order~~ to provide effective, reliable, and continuously up-to-date communications for routine intra-agency operations as well as ~~inter~~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—WCRCS Participating and Sponsored Agencies.

4.1

All participating and sponsored agencies as defined herein shall be responsible to~~may~~ 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.etc.)~~.

4.2 ~~As part of implementing this Agreement~~agreement, participating agencies shall co-license or transfer any currently allocated Public Safety frequencies to ~~the County of Washoe County~~ for use in the ~~P25 System~~WCRCS. Any new licenses for Public Safety frequencies to be utilized for the ~~P25 System~~WCRCS will be co-licensed to ~~Washoe~~the County. ~~of Washoe.~~

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~~the~~ 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.

~~As system capacity permits, the Joint Operating Committee, upon the recommendation of the Users Committee, may approve other agencies joining the WCRCS on a case by case basis subsequent to the date of adoption of this Agreement, see current agency listing, attached hereto and incorporated herein as Exhibit C.~~

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~~Priority consideration shall be given to agencies with licensed, public safety/non-public safety frequencies that can be co-licensed or transferred to the WCRCS, if such action can result in enhanced radio communications capabilities for all participants.~~

~~The one-time costs and the ongoing annual costs for new agencies joining the WCRCS are identified within Section 12 of this Agreement.~~

~~Any Party or agency may apply to the WCRCS to increase its use and related obligations in the WCRCS for the purpose of sponsoring a private provider into the WCRCS. Such an application is subject to a review process as described below, subject to the recommendations of the WCRCS Users Committee, and finally subject to the discretion of, and any approval conditions imposed by, the WCRCS 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 WCRCS, shall be given preference if approval of all or part of such an application can produce enhanced radio communication capabilities for all Parties and agencies.~~

~~A Party or agency must submit an application to the WCRCS Users Committee, care of the Washoe County Technology Services Department, Regional Services Division at P.O. Box 11130, Reno, NV 89520-0027, to request an increase in its respective use and obligations in the WCRCS necessitated by sponsoring a private provider. An application shall include descriptive, technical, property, and cost information concerning the requested increase as well as all helpful documentation. The application shall also include information about the private provider's principals and its business, as well as a copy of the related draft contract between the sponsoring Party or agency and the private provider. This draft contract, submitted with an application, must contain provisions for adequate insurance from and indemnifications by the private provider, and further contain warranties that the private provider (i) understands that its proposed participation in WCRCS is indirect, only as sponsored by the Party or agency, only as approved, and confers no third-party beneficiary rights to it under the Agreement; (ii) has read the Agreement and agrees to abide by its terms and conditions, as amended from time to time, as well as these rules, regulations, and policies issued under the WCRCS; and (iii) understands and agrees that it cannot serve as a member of nor have any vote in the WCRCS.~~

~~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 WCRCS. WCTS shall request that the application be placed upon the agenda of the next Users Committee meeting, to be scheduled pursuant to Paragraph 10.4 of this Agreement, and distribute copies of the application and recommendations to all committee members as soon as practicable prior to the meeting. The Chairman of the Users Committee will then request that the matter be scheduled for consideration at the earliest possible Joint Operating Committee meeting pursuant to Paragraph 9.8 of this Agreement. The Users Committee shall recommend approval (and cost apportionments) or rejection of the application in whole or in part at that meeting.~~

~~The Users Committee recommendation, together with a copy of the application, shall be delivered to each member of the Joint Operating Committee. The Joint Operating Committee shall approve or reject the application in whole or in part at its scheduled meeting and then notify the sponsoring~~

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~~Party or agency in writing on or before the fifth (5th) business day after such meeting. In the event of approval of the application, and prior to commencement of the private provider's use of the WCRCS, the sponsoring Party or agency shall notify WCTS in writing as soon as practically possible whether it accepts the approval as defined by the Joint Operating Committee. Failure to so notify WCTS within ninety (90) calendar days of such Joint Operating Committee meeting shall constitute automatic rejection by the sponsoring Party or agency of the Joint Operating Committee's approval. If the sponsoring Party or agency timely notifies WCTS that it accepts the approval, then that Party or agency shall promptly deliver to WCTS a copy of the final, executed contract between the sponsoring Party or agency and the private provider, and shall further take all reasonable steps without unnecessary delay to satisfy the terms and conditions of approval as defined by the Joint Operating Committee. WCTS shall ensure that this final contract complies with the terms of approval. The sponsoring Party or agency shall thereafter be solely responsible and liable for the activities, liabilities, and obligations associated with the private provider's activities in the WCRCS.~~

6. Performance Goals

6.1

The ~~P25 System~~WCRCS shall be designed to provide a high level of service and responsiveness as ~~recommended~~defined 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~~WCRCS 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 ~~WCRCS~~ participating or sponsored agencies desiring the enhanced in-building coverage.

7. P25—WCRCS Access Priorities - P25 System Access Priorities are those described

~~In the event that all radio channels in Section 7the WCRCS are busy, users wanting to speak shall be prioritized as follows, regardless of the WCRCS~~How long they have been waiting.

~~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.~~

~~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 WCRCS. Public Safety also includes WCRCS users whose normal lower priorities have been temporarily changed to resolve an unusual occurrence or large scale disaster.~~

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~~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.~~

~~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—~~ WCRCS 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

The overall goal in the NSRS governing 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 establish an operational and management structure that will provide the opportunity for participating agencies 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 WCRCS Joint Operating Committee and Users' Committee are established by this Agreement. 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~~The governance~~ objectives for the P25 System include:

8.5.1 Providing~~Provide~~ a structure that enables administrative and fiscal review of the operation and maintenance of the P25 WCRCS system by the participating agencies.

8.5.2 Establishing~~Establish~~ an organization that facilitates decision-making.

8.5.3 Leveraging~~Leverage~~ resources where appropriate.

8.5.4 Developing~~Develop~~ an organization that will remain flexible and meet the needs of the participants over the term of this Agreement.

8.5.5 Updating~~Update~~ 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:

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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.

~~As required by Nevada law, Washoe County, Washoe County School District, and the Nevada Department of Transportation shall have ultimate legal and fiscal control over the WCRCS proportionate to their fiscal contribution to the construction of the microwave and radio frequency backbone. Subject to such ultimate control, Washoe County, Washoe County School District, and the Nevada Department of Transportation may delegate the fiscal and administrative review of the WCRCS to the Joint Operating Committee.~~

~~9 Joint Operating Committee Roles and Responsibilities~~

~~Each of the participating agencies which have signed this agreement desires to participate in the governance of the WCRCS as a member of the Joint Operating Committee to be formed under the provisions of this Agreement.~~

~~The Joint Operating Committee shall have responsibility for, and shall provide administration of, components of the WCRCS that are common to all participating agencies.~~

~~The Joint Operating Committee shall serve as the executive committee of the WCRCS.~~

~~The City Managers of Sparks and Reno, the Washoe County Manager, the Washoe County School Superintendent and the Assistant Director Operations for the Nevada Department of Transportation shall serve on the Joint Operating Committee. Representatives to the Joint Operating Committee shall serve at the pleasure of their respective appointing authority. Each~~

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~~participating agency shall appoint one of their staff to serve as an alternate for respective appointees to the Joint Operating Committee.~~

~~The Joint Operating Committee shall be responsible for the following:
Organizing and administering the continuing mission of the WCRCS;~~

~~Approve the following fiscal years operating and maintenance budgets for the WCRCS microwave and radio frequency backbone. (Nothing within this section shall lessen the authority and responsibility of WCTS to maintain the WCRCS in sound operating condition as defined within Section 11.7, and the responsibility of each participating agency to pay their proportionate cost thereof as provided for in Section 12 of this Agreement);~~

~~Approve capital outlay using the process identified in Exhibit B to this Agreement.~~

~~Review and recommendation of the five year capital improvement plan for the microwave and radio frequency backbone as prepared by WCTS.~~

~~Review, approve, and modify operating policies and procedures for the WCRCS including those identified in Exhibits A and B to this Agreement.~~

~~Establish subcommittees of staff from participating agencies to ensure technical issues are thoroughly researched.
Oversee the development of long range plans.~~

~~Adopt by laws to govern the Joint Operating Committee's operations.~~

~~Make recommendations to the County Manager (or his/her designee) regarding the operation, maintenance, and repair of the WCRCS.~~

~~As part of implementing this agreement, make provision for and oversee effective training for individual users.~~

~~Each participating agency shall be entitled to one representative on the Joint Operating Committee. Representatives to the Joint Operating Committee shall serve at the pleasure of their respective appointing authority. Each participating agency shall appoint one of their staff to serve as an alternate for appointees to the Joint Operating Committee.~~

~~The Joint Operating Committee shall elect a chairman, vice chairman, and secretary at its first meeting and thereafter at its first meeting at the beginning of each calendar year. In the absence or inability of the chair to act, the vice chair shall act as the chair. The chair, or in his/her absence the vice chair, shall preside at and conduct all meetings of the Joint Operating Committee.~~

~~Regular Meetings of the Joint Operating Committee. The Joint Operating Committee shall conduct regular meetings, 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~~

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~~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.~~

~~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.~~

~~Quorum. A simple majority of the Joint Operating Committee constitutes a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. All decisions shall require a simple majority of the members present.~~

~~Members of the WCRCS Joint Operating Committee and any sub-committees shall vote on all items on the basis of one vote per participating agency.~~

~~A participating agency may not designate another participating agency to be its proxy for voting purposes.~~

~~In the case of Joint Operating Committee actions, an alternate member shall only have a voting right in the absence of the regular member.~~

~~An alternate member may be elected to serve as an officer of the committee. That person automatically becomes the primary appointee of that agency.~~

~~In order to ensure the continued smooth and efficient governance of the WCRCS 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 User Committee. The JOC shall consult with counsel for the WCRCS before issuing an opinion letter. Any opinion letter that is adopted and issued by the JOC shall be an action taken by the JOC, upon an agenda item, properly noticed in accordance with NRS Chapter 241. All such opinion letters shall be accumulated in reverse date time sequence in Exhibit D to this Interlocal agreement.~~

10. User Committee Roles and Responsibilities For the P25 System

10.1 ~~The WCRCS Washoe County Regional Communications System~~ Users Committee shall have the same responsibilities~~responsibility for the following:~~

~~Review and recommend to the Joint Operating Committee an annual operating and maintenance budget for the WCRCS, as those described in Section 10 proposed by WCTS;~~

~~Review and recommend capital outlay for facility improvements, system hardware, and system software to the Joint Operating Committee;~~

~~Review and recommend goals and objectives of the WCRCS, to the Joint Operating Committee;~~

~~Review and recommend long range plans to the Joint Operating Committee;~~

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~~Review and recommend additional agencies to the WCRCS to the Joint Operating Committee;~~

~~Recommend adoption and modification of operating policies and procedures to the Joint Operating Committee; and~~

~~Adopt by laws to govern the Users Committee's operations.~~

~~Each participating agency shall be entitled to three representatives on the User Committee.~~

~~Users Committee membership.~~

~~Members of the Users Committee shall consist of public safety managers (i.e., Police Chief, Fire Chief, Sheriff, etc.) and general government managers (e.g., Public Works Director) or their designee.~~

~~Each member of the Users Committee shall serve at the pleasure of the appointing authority of the participating agencies, which may replace the members as it wishes in accordance with applicable law. In the event of removal, resignation, or death of a member, the appointing governing body shall promptly appoint a successor to fill the position. The City Managers, County Manager, School Superintendent, and the Assistant Director Operations for the Nevada Department of Transportation or their designees shall inform the secretary of the Users Committee of the names of the members for their respective agencies.~~

~~The Users Committee shall elect a chairman, vice chairman, and secretary at its first meeting and thereafter at its first meeting at the beginning of each calendar year. In the absence or inability of the chair to act, the vice chair shall act as the chair. The chair, or in his/her absence the vice chair, shall preside over, act, and conduct all meetings of the Users Committee.~~

~~Regular Meetings of the Users Committee. The Users Committee shall conduct regular meetings, holding at least one regular meeting every quarter. The Users Committee may provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be requested by a majority of the members. The date and hour of any regular meeting shall be scheduled by order of the Users Committee.~~

~~Minutes. The secretary of the Users 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 those duties are to each of the members.~~

~~Quorum. A simple majority of the constituent members of the Users 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.~~

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~~Members of the WCRCS Users Committee and any sub-committees shall vote on all items on the basis of one vote per agency.~~

~~A participating agency may not inconsistent with this Agreement or the NSRS designate another participating agency to be its proxy for voting purposes.~~

~~10.2 The WCRCS In the case of Users Committee actions, an alternate member shall only have the ability to make recommendations with regard to a voting right in the re-payment to the County by the Participating Agencies for the costs of construction and financing the construction absence of the infrastructure for the P25 System as described in Section 13 regular member.~~

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 All personnel and contractors necessary to maintain, operate, and repair the radio frequency and microwave backbone of the WCRCS shall be under the direction of WCTS and shall be responsible to the County Manager (or his/her designee).~~

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

~~WCTS staff shall manage the day to day operation of the WCRCS, subject to the input of the Joint Operating Committee and the Users Committee.~~

~~WCTS staff shall provide support as necessary, but shall not have a voting right on any business before the Joint Operating Committee or the Users Committee, or any sub-committees.~~

~~WCTS staff shall perform the functions necessary to ensure that specific system performance goals are maintained throughout the term of the agreement.~~

~~As the manager and operator of the WCRCS, WCTS shall have the responsibility to:~~

~~Provide appropriate staff support to the WCRCS Joint Operating Committee and the Users Committee as requested, within budgetary restraints.~~

~~Obtain WCRCS Users Committee review and Joint Operating Committee approval of major policy decisions related to the WCRCS~~

~~Develop contracts with vendors and submit to WCRCS Joint Operating Committee and Users Committee for review.~~

~~Implement the regional Public Safety radio frequency and microwave backbone.
Retain employees and agents.~~

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~~Acquire, hold, or dispose of property necessary to operate the WCRCS.~~

~~Charge participating agencies for expenses incurred in ongoing maintenance, repair and operation, and capital outlay required for the WCRCS.~~

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

~~Monitor and maintain WCRCS performance.~~

~~Obtain WCRCS Users Committee review and Joint Operating Committee approval of the annual WCRCS budget.~~

~~Reassign WCRCS priorities in extraordinary circumstances and make emergency repairs and capital outlay as required.~~

~~Provide information as necessary to the WCRCS Joint Operating Committee and Users Committee.~~

~~Provide operating reports and technical information as necessary to assist the WCRCS Joint Operating Committee and Users Committee.~~

~~Establish and maintain accounts and records, including personnel, property, financial, project manager, and other records deemed necessary by the WCRCS Joint Operating Committee to ensure proper accounting for all ongoing operations and maintenance costs.~~

~~Use the records to justify any adjustment to agency expense charges.~~

~~WCTS shall be responsible for the maintenance, operation, and repair of the WCRCS microwave and radio frequency backbone required to keep it in sound operating condition in accordance with recognized standards for such facilities.~~

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 ~~WCRCS~~ 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 ~~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 ~~WCRCS~~ subsequent to the adoption of this Agreement would adversely impact the ability of the P25

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System~~WCRCS~~ to meet the performance goals specified in Section 6-2 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~~WCRCS~~ subsequent to the adoption of this Agreement would require expansion of the P25~~System~~~~WCRCS~~ infrastructure to meet the performance goals specified in Section 6-2 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 equitably by the participating and sponsored agencies. METHODOLGY 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 12.23 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~~WCRCS~~ 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;

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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~~WCRCS~~) for the rental of P25 System~~WCRCS~~ facilities such as towers, radio shelters, etc., shall only be used to enable Washoe County, ~~Washoe County School District, and the Nevada Department of Transportation~~ to retire the debt incurred to construct the P25 System~~WCRCS~~. ~~The payment shall be allocated to the Washoe County, Washoe County School District, and the Nevada Department of Transportation based on their proportionate fiscal contribution to the construction of the microwave and radio frequency backbone.~~

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~~WCRCS~~ 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.

12.7 WCTS shall be responsible for the maintenance, repair, and operation of the radio frequency and microwave backbone.

12.8

12.9 ~~The monthly operating, maintenance and repair costs shall be apportioned among the participating agencies by WCTS as described in Section 12.2 of this Agreement, and WCTS shall invoice each participating agency on a monthly basis for its proportionate share.~~

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

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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.
METHODOLOGY 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.

~~The City of Reno's contribution to the WCRCS.~~

~~The City of Reno's contribution to the WCRCS shall include the acquisition and funding of the computer-aided dispatch/record management system/corrections management system including~~

~~(a) all interfaces, data conversion, system changes,, and customization for the record management system, including the automated report module, and (b) all interfaces, data conversion, system changes,, and customization for the corrections management system.~~

~~The City of Sparks contribution to the WCRCS will be the provision, operation, and funding of the operation of the backup dispatch center, and trade in of the existing Sparks Motorola Public Safety trunked radio system backbone and end-user equipment for a \$300,000 credit towards purchase of the WCRCS backbone and public safety radios.~~

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~~13~~ — Point of Demarcation for Responsibility of Equipment

~~Unless otherwise determined by separate agreement, the demarcation point between WCRCS 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 Washoe County School District, and the Nevada Department of Transportation.~~

14. Purchase of P25 System~~WCRCS~~ Compatible Equipment

14.1

Each Participating Agency~~participating agency~~ agrees to meet P25 System public safety and WCRCS Public Safety-trunked radio specifications, as required by the NSRS, including brands and models when appropriate, for associated equipment used to interconnect to the P25 System~~WCRCS~~ as defined by Washoe County~~the J.O.C.~~

14.2 Participating Agencies~~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~~J.O.C.~~

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

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18.1 This Agreement may only be amended with the approval of each of the ~~Parties' original~~ governing bodies ~~to this Agreement and the Nevada Attorney General~~. 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~~ parties and any previous oral or written agreements are hereby superseded.

19. Termination of Participation

19.1 In order to ~~withdraw from~~ terminate 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~~ WCRCS all equipment or the value that the ~~WCRCS~~ Joint Operating Committee determines is required to maintain the ~~P25 System~~ WCRCS for all remaining users; and,

19.2.2 If an agency that brought frequencies to the ~~P25 System~~ WCRCS opts to ~~withdraw from~~ terminate, the ~~WCRCS~~ 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~~ WCRCS.

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~~ other participating agencies.

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

19.6 Funding Out Clause. If a ~~Participating Agency~~ 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~~ WCRCS of that ~~Agency~~ participating agency, said ~~Agency~~ participating agency shall notify WCTS by April 15th of the non-appropriation of funds. ~~In the case of the Nevada Department of Transportation, said notice shall be given by June 15th in a legislative year, unless the Legislative session is extended, in which case notice will be given upon the end of the session.~~

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.

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20. Alternate Dispute Resolution

20.1 In the event of a dispute arising out of this ~~Agreement~~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 ~~Partyparty~~ to a dispute resolved in accordance with a mutually agreeable alternative dispute resolution method and no ~~Partyparty~~ 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.

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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.

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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

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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

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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

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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

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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.

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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.

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.

METHODOLOGY 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.

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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.

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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

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court of competent jurisdiction is entitled to an award of attorney's fees even if said party is deemed to be the prevailing party. Costs of court may be awarded in accordance with law.

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1 Purpose and Intent of Agreement

The regional communications system was established and has been operated in accordance with the terms and provisions of the original Interlocal Agreement dated October, 1999 which agreement was amended on July 1, 2002. The original agreement is due to terminate by its terms in October, 2014. This 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 provides for the continued development and operation of the Washoe County Regional Communications System (WCRCS).

The participating agencies have operated and do now operate a trunked radio communication system for public safety and other services in the County of Washoe.

The participating agencies need to maintain and upgrade this existing radio communication system to address new technology requirements and aging/availability issues, radio coverage, mutual aid interconnection, etc

It is believed that each of the participating agencies and the public will benefit if the participating agencies upgrade and/or expand the existing radio communication system as a joint effort.

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

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

Participating agencies shall refer to those public sector organizations participating in the WCRCS at the time this Agreement is adopted.

Sponsored agencies shall refer to a public or private provider sponsored into the WCRCS by a participating agency for the purpose of enhancing radio communication capabilities for all Parties and agencies.

3 Regional Public Safety Trunked Radio Communications System Goals

The original goal of the Washoe County Regional Communications System (WCRCS) was to replace the participating non-public safety and public safety agencies' existing radio communication systems throughout Washoe County with a modern, trunked radio system.

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A goal of the WCRCS 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.

Facilitating mutual aid is a goal of the WCRCS. Consequently appropriate talk groups on the trunked system will be established to support inter-agency communications.

A goal of the WCRCS is to design the trunked radio system to support the requirements of participating public safety and non-public safety agencies.

It is a goal of the WCRCS that, in the future, the jurisdiction of the governance established by this agreement is to be extended to available systems, other than 800Mhz, 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 WCRCS Participating Agencies

All participating 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.).

As part of implementing this agreement, participating agencies shall co-license or transfer any currently allocated Public Safety frequencies to the County of Washoe for use in the WCRCS. Any new licenses for Public Safety frequencies to be utilized for the WCRCS will be co-licensed to the County of Washoe.

No actions by any of the participating agencies may be so broad in nature that they negatively affect or impact the legal integrity of the participating agencies.

5 Additional Participants

As system capacity permits, the Joint Operating Committee, upon the recommendation of the Users Committee, may approve other agencies joining the WCRCS on a case-by-case basis subsequent to the date of adoption of this Agreement, see current agency listing, attached hereto and incorporated herein as Exhibit C.

Priority consideration shall be given to agencies with licensed, public safety/non-public safety frequencies that can be co-licensed or transferred to the WCRCS, if such action can result in enhanced radio communications capabilities for all participants.

The one-time costs and the ongoing annual costs for new agencies joining the WCRCS are identified within Section 12 of this Agreement.

Any Party or agency may apply to the WCRCS to increase its use and related obligations in the WCRCS for the purpose of sponsoring a private provider into the WCRCS. Such an application is subject to a review process as described below, subject to the recommendations of the WCRCS Users Committee, and finally subject to the discretion of, and any approval conditions

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imposed by, the WCRCS 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 WCRCS, shall be given preference if approval of all or part of such an application can produce enhanced radio communication capabilities for all Parties and agencies.

A Party or agency must submit an application to the WCRCS Users Committee, care of the Washoe County Technology Services Department, Regional Services Division at P.O. Box 11130, Reno, NV 89520-0027, to request an increase in its respective use and obligations in the WCRCS necessitated by sponsoring a private provider. An application shall include descriptive, technical, property, and cost information concerning the requested increase as well as all helpful documentation. The application shall also include information about the private provider's principals and its business, as well as a copy of the related draft contract between the sponsoring Party or agency and the private provider. This draft contract, submitted with an application, must contain provisions for adequate insurance from and indemnifications by the private provider, and further contain warranties that the private provider (i) understands that its proposed participation in WCRCS is indirect, only as sponsored by the Party or agency, only as approved, and confers no third party beneficiary rights to it under the Agreement; (ii) has read the Agreement and agrees to abide by its terms and conditions, as amended from time to time, as well as these rules, regulations, and policies issued under the WCRCS; and (iii) understands and agrees that it cannot serve as a member of nor have any vote in the WCRCS.

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 WCRCS. WCTS shall request that the application be placed upon the agenda of the next Users Committee meeting, to be scheduled pursuant to Paragraph 10.4 of this Agreement, and distribute copies of the application and recommendations to all committee members as soon as practicable prior to the meeting. The Chairman of the Users Committee will then request that the matter be scheduled for consideration at the earliest possible Joint Operating Committee meeting pursuant to Paragraph 9.8 of this Agreement. The Users Committee shall recommend approval (and cost apportionments) or rejection of the application in whole or in part at that meeting.

The Users Committee recommendation, together with a copy of the application, shall be delivered to each member of the Joint Operating Committee. The Joint Operating Committee shall approve or reject the application in whole or in part at its scheduled meeting and then notify the sponsoring Party or agency in writing on or before the fifth (5th) business day after such meeting. In the event of approval of the application, and prior to commencement of the private provider's use of the WCRCS, the sponsoring Party or agency shall notify WCTS in writing as soon as practically possible whether it accepts the approval as defined by the Joint Operating Committee. Failure to so notify WCTS within ninety (90) calendar days of such Joint Operating Committee meeting shall constitute automatic rejection by the sponsoring Party or agency of the Joint Operating Committee's approval. If the sponsoring Party or agency timely notifies WCTS that it accepts the approval, then that Party or agency shall promptly deliver to WCTS a copy of the final, executed contract between the sponsoring Party or agency and the private provider, and shall further take all reasonable steps without unnecessary delay to satisfy the terms and

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conditions of approval as defined by the Joint Operating Committee. WCTS shall ensure that this final contract complies with the terms of approval. The sponsoring Party or agency shall thereafter be solely responsible and liable for the activities, liabilities, and obligations associated with the private provider's activities in the WCRCS.

6 Performance Goals

The WCRCS shall be designed to provide a high level of service and responsiveness as defined by the J.O.C.

The design goals for the performance of public safety communications equipment, and the quality of coverage provided shall be as defined in Exhibit A.

The WCRCS shall be designed to meet the loading requirements of the anticipated busiest hour for all planned users over the life of the system.

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 WCRCS participating agencies desiring the enhanced in-building coverage.

7 WCRCS Access Priorities

In the event that all radio channels in the WCRCS are busy, users wanting to speak shall be prioritized as follows, regardless of how long they have been waiting.

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.

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 WCRCS. Public Safety also includes WCRCS users whose normal lower priorities have been temporarily changed to resolve an unusual occurrence or large-scale disaster.

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.

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 WCRCS Governance

The overall goal in governing the WCRCS shall be to establish an operational and management structure that will provide the opportunity for participating agencies to participate in the ongoing

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administration and management of the system throughout the term of this Agreement.

The WCRCS Joint Operating Committee and Users' Committee are established by this Agreement. The duties and responsibilities of the Joint Operating Committee and the Users Committee are set forth in sections 9 and 10 of this Agreement.

The governance objectives include:

Provide a structure that enables administrative and fiscal review of the operation and maintenance of the WCRCS system by the participating agencies.

Establish an organization that facilitates decision-making.

Leverage resources where appropriate.

Develop an organization that will remain flexible and meet the needs of the participants over the term of this Agreement.

Update future public safety communications systems as appropriate.

As required by Nevada law, Washoe County, Washoe County School District, and the Nevada Department of Transportation shall have ultimate legal and fiscal control over the WCRCS proportionate to their fiscal contribution to the construction of the microwave and radio frequency backbone. Subject to such ultimate control, Washoe County, Washoe County School District, and the Nevada Department of Transportation may delegate the fiscal and administrative review of the WCRCS to the Joint Operating Committee.

9 Joint Operating Committee Roles and Responsibilities

Each of the participating agencies which have signed this agreement desires to participate in the governance of the WCRCS as a member of the Joint Operating Committee to be formed under the provisions of this Agreement.

The Joint Operating Committee shall have responsibility for, and shall provide administration of, components of the WCRCS that are common to all participating agencies.

The Joint Operating Committee shall serve as the executive committee of the WCRCS.

The City Managers of Sparks and Reno, the Washoe County Manager, the Washoe County School Superintendent and the Assistant Director Operations for the Nevada Department of Transportation shall serve on the Joint Operating Committee. Representatives to the Joint Operating Committee shall serve at the pleasure of their respective appointing authority. Each participating agency shall appoint one of their staff to serve as an alternate for respective appointees to the Joint Operating Committee.

The Joint Operating Committee shall be responsible for the following:

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Organizing and administering the continuing mission of the WCRCS;

Approve the following fiscal years operating and maintenance budgets for the WCRCS microwave and radio frequency backbone. (Nothing within this section shall lessen the authority and responsibility of WCTS to maintain the WCRCS in sound operating condition as defined within Section 11.7, and the responsibility of each participating agency to pay their proportionate cost thereof as provided for in Section 12 of this Agreement);

Approve capital outlay using the process identified in Exhibit B to this Agreement.

Review and recommendation of the five-year capital improvement plan for the microwave and radio frequency backbone as prepared by WCTS.

Review, approve, and modify operating policies and procedures for the WCRCS including those identified in Exhibits A and B to this Agreement.

Establish subcommittees of staff from participating agencies to ensure technical issues are thoroughly researched.

Oversee the development of long-range plans.

Adopt by-laws to govern the Joint Operating Committee's operations.

Make recommendations to the County Manager (or his/her designee) regarding the operation, maintenance, and repair of the WCRCS.

As part of implementing this agreement, make provision for and oversee effective training for individual users.

Each participating agency shall be entitled to one representative on the Joint Operating Committee.

Representatives to the Joint Operating Committee shall serve at the pleasure of their respective appointing authority. Each participating agency shall appoint one of their staff to serve as an alternate for appointees to the Joint Operating Committee.

The Joint Operating Committee shall elect a chairman, vice-chairman, and secretary at its first meeting and thereafter at its first meeting at the beginning of each calendar year. In the absence or inability of the chair to act, the vice chair shall act as the chair. The chair, or in his/her absence the vice-chair, shall preside at and conduct all meetings of the Joint Operating Committee.

Regular Meetings of the Joint Operating Committee. The Joint Operating Committee shall conduct regular meetings, 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.

Minutes. The secretary of the Joint Operating Committee shall keep minutes of meetings in

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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.

Quorum. A simple majority of the Joint Operating Committee constitutes a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. All decisions shall require a simple majority of the members present.

Members of the WCRCS Joint Operating Committee and any sub-committees shall vote on all items on the basis of one vote per participating agency.

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

In the case of Joint Operating Committee actions, an alternate member shall only have a voting right in the absence of the regular member.

An alternate member may be elect to serve as an office of the committee. That person automatically becomes the primary appointee of that agency.

In order to ensure the continued smooth and efficient governance of the WCRCS while this Agreement is in effect, the JOC is authorized to issue opinion letters to resolve questions that arise from the interpretation of this Inter-local Agreement, from time to time, as the need arises. The JOC may consider any issue that arises upon its own action or upon the suggestion of the User Committee. The JOC shall consult with counsel for the WCRCS before issuing an opinion letter. Any opinion letter that is adopted and issued by the JOC shall be an action taken by the JOC, upon an agenda item, properly noticed in accordance with NRS Chapter 241. All such opinion letters shall be accumulated in reverse date time sequence in Exhibit D to this Interlocal agreement.

10 User Committee Roles and Responsibilities

The Washoe County Regional Communications System Users Committee shall have responsibility for the following:

Review and recommend to the Joint Operating Committee an annual operating and maintenance budget for the WCRCS, as proposed by WCTS;

Review and recommend capital outlay for facility improvements, system hardware, and system software to the Joint Operating Committee;

Review and recommend goals and objectives of the WCRCS to the Joint Operating Committee;

Review and recommend long-range plans to the Joint Operating Committee;

Review and recommend additional agencies to the WCRCS to the Joint Operating Committee;

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Recommend adoption and modification of operating policies and procedures to the Joint Operating Committee; and

Adopt by-laws to govern the Users Committee's operations.

Each participating agency shall be entitled to three representatives on the User Committee.

Users Committee membership.

Members of the Users Committee shall consist of public safety managers (i.e., Police Chief, Fire Chief, Sheriff, etc.) and general government managers (e.g., Public Works Director) or their designee.

Each member of the Users Committee shall serve at the pleasure of the appointing authority of the participating agencies, which may replace the members as it wishes in accordance with applicable law. In the event of removal, resignation, or death of a member, the appointing governing body shall promptly appoint a successor to fill the position. The City Managers, County Manager, School Superintendent, and the Assistant Director Operations for the Nevada Department of Transportation or their designees shall inform the secretary of the Users Committee of the names of the members for their respective agencies.

The Users Committee shall elect a chairman, vice-chairman, and secretary at its first meeting and thereafter at its first meeting at the beginning of each calendar year. In the absence or inability of the chair to act, the vice chair shall act as the chair. The chair, or in his/her absence the vice-chair, shall preside over, act, and conduct all meetings of the Users Committee.

Regular Meetings of the Users Committee. The Users Committee shall conduct regular meetings, holding at least one regular meeting every quarter. The Users Committee may provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be requested by a majority of the members. The date and hour of any regular meeting shall be scheduled by order of the Users Committee.

Minutes. The secretary of the Users 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.

Quorum. A simple majority of the constituent members of the Users 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.

Members of the WCRCS Users Committee and any sub-committees shall vote on all items on the basis of one vote per agency.

A participating agency may not designate another participating agency to be its proxy for voting

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purposes.

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

11 Washoe County Technology Services (WCTS)

All personnel and contractors necessary to maintain, operate, and repair the radio frequency and microwave backbone of the WCRCS shall be under the direction of WCTS and shall be responsible to the County Manager (or his/her designee).

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

WCTS staff shall manage the day-to-day operation of the WCRCS, subject to the input of the Joint Operating Committee and the Users Committee.

WCTS staff shall provide support as necessary, but shall not have a voting right on any business before the Joint Operating Committee or the Users Committee, or any sub- committees.

WCTS staff shall perform the functions necessary to ensure that specific system performance goals are maintained throughout the term of the agreement.

As the manager and operator of the WCRCS, WCTS shall have the responsibility to:

Provide appropriate staff support to the WCRCS Joint Operating Committee and the Users Committee as requested, within budgetary restraints.

Obtain WCRCS Users Committee review and Joint Operating Committee approval of major policy decisions related to the WCRCS

Develop contracts with vendors and submit to WCRCS Joint Operating Committee and Users Committee for review.

Implement the regional Public Safety radio frequency and microwave backbone.
Retain employees and agents.

Acquire, hold, or dispose of property necessary to operate the WCRCS.

Charge participating agencies for expenses incurred in ongoing maintenance, repair and operation, and capital outlay required for the WCRCS.

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

Monitor and maintain WCRCS performance.

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Obtain WCRCS Users Committee review and Joint Operating Committee approval of the annual WCRCS budget.

Reassign WCRCS priorities in extraordinary circumstances and make emergency repairs and capital outlay as required.

Provide information as necessary to the WCRCS Joint Operating Committee and Users Committee.

Provide operating reports and technical information as necessary to assist the WCRCS Joint Operating Committee and Users Committee.

Establish and maintain accounts and records, including personnel, property, financial, project manager, and other records deemed necessary by the WCRCS Joint Operating Committee to ensure proper accounting for all ongoing operations and maintenance costs.

Use the records to justify any adjustment to agency expense charges.

WCTS shall be responsible for the maintenance, operation, and repair of the WCRCS microwave and radio frequency backbone required to keep it in sound operating condition in accordance with recognized standards for such facilities.

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 WCRCS 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

Costs for agencies joining subsequent to adoption of this Agreement:

If the end user equipment loading presented by an agency joining the WCRCS subsequent to the adoption of this Agreement would adversely impact the ability of the WCRCS to meet the performance goals specified in Section 6.2 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.

If the area of system coverage presented by an agency joining the WCRCS subsequent to the adoption of this Agreement would require expansion of the WCRCS infrastructure to meet the performance goals specified in Section 6.2 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.

Ongoing operating, maintenance, repair, and capital outlay costs for the radio frequency and

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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 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.

Monthly Operating, Repair, Maintenance, and Capital Outlay Charges:

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 12.3 of this Agreement.

Radios temporarily added by an agency to handle a disaster or emergency shall not be a part of determining the agency's ongoing WCRCS costs unless the radios are retained for normal operations following resolution of the disaster or emergency.

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.

The final cost shall be in effect for a period of one fiscal year and shall be adjusted annually to reflect actual costs.

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:

Authorized personnel salaries and fringe benefits;

Services and supplies such as utilities, parts, contractual services, etc;

Authorized capital outlay expenditures;

County-wide overhead charges;

Depreciation charges for testing and maintenance equipment used to maintain the radio frequency and microwave backbone, and the physical plant utilized by WCTS; and

Other approved expenditures recommended by the Joint Operating Committee.

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).

Replacement costs of end user equipment (mobile/portable radios, desktop base stations, dispatch consoles, etc.) are the sole financial responsibility of the participating agencies.

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Revenue received from other public or private agencies (other than the participating agencies of WCRCS) for the rental of WCRCS facilities such as towers, radio shelters, etc., shall only be used to enable Washoe County, Washoe County School District, and the Nevada Department of Transportation to retire the debt incurred to construct the WCRCS. The payment shall be allocated to the Washoe County, Washoe County School District, and the Nevada Department of Transportation based on their proportionate fiscal contribution to the construction of the microwave and radio frequency backbone.

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.

Unless otherwise determined by separate agreement, each participating agency shall be responsible for the operating, maintenance, and repair costs associated with connecting to the WCRCS backbone from the point of demarcation to the participating agency radio system equipment.

WCTS shall be responsible for the maintenance, repair, and operation of the radio frequency and microwave backbone.

The monthly operating, maintenance and repair costs shall be apportioned among the participating agencies by WCTS as described in Section 12.2 of this Agreement, and WCTS shall invoice each participating agency on a monthly basis for its proportionate share.

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.

The City of Reno's contribution to the WCRCS.

The City of Reno's contribution to the WCRCS shall include the acquisition and funding of the computer-aided dispatch/record management system/corrections management system including

(a) all interfaces, data conversion, system changes,, and customization for the record management system, including the automated report module, and (b) all interfaces, data conversion, system changes,, and customization for the corrections management system.

The City of Sparks contribution to the WCRCS will be the provision, operation, and funding of the operation of the backup dispatch center, and trade-in of the existing Sparks Motorola Public Safety trunked radio system backbone and end-user equipment for a \$300,000 credit towards purchase of the WCRCS backbone and public safety radios.

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13 Point of Demarcation for Responsibility of Equipment

Unless otherwise determined by separate agreement, the demarcation point between WCRCS 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 Washoe County School District, and the Nevada Department of Transportation.

14 Purchase of WCRCS Compatible Equipment

Each participating agency agrees to meet WCRCS Public Safety trunked radio specifications, including brands and models when appropriate, for associated equipment used to interconnect to the WCRCS as defined by the J.O.C.

Participating agencies agree to comply with the specifications of radio system-related equipment orders as defined by the J.O.C.

15 Indemnification

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

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

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

This Agreement may only be amended with the approval of each of the original governing bodies to this Agreement and the Nevada Attorney General. Prior to processing an amendment, a recommendation shall be requested from the WCRCS Users Committee.

This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are hereby superseded.

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19 Termination of Participation

In order to terminate 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.

Termination shall be granted provided that the withdrawing party:

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

If an agency that brought frequencies to the WCRCS opts to terminate, the WCRCS 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 WCRCS.

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.

Washoe County retains the right to seek legal redress, if necessary, to obtain payment on amounts due from other participating agencies.

A participating agency terminated for late or non-payment forfeits any claim to any assets of the WCRCS.

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 WCRCS of that participating agency, said participating agency shall notify WCTS by April 15th of the non-appropriation of funds. In the case of the Nevada Department of Transportation, said notice shall be given by June 15th in a legislative year, unless the Legislative session is extended, in which case notice will be given upon the end of the session.

20 Alternate Dispute Resolution

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.

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.