

**First Addendum to Washoe County P25 Radio System
Interlocal Agreement of June 2020**

This is the First Addendum (First Addendum) to the Washoe County P25 Radio System Interlocal Agreement entered into between the Partner Agencies in June of 2020.

WHEREAS, in October 1999, the Washoe County Regional Communication System was established, and the system operated pursuant to the terms and provisions of the Washoe County Regional Communications System Interlocal Agreement. The original Interlocal Agreement was amended in July 2002 and amended again in October 2014.

WHEREAS, in September 2018, Washoe County and Harris Corporation executed a Systems Purchase Agreement to construct the P25 System

WHEREAS, in June 2020, the Partner Agencies executed a new Interlocal Agreement. The June 2020 Interlocal Agreement provides for the financing, development, operation, and management of the Washoe County Regional Communications P25 Radio System ("P25 System"). A Partner Agency is a public agency or private entity that joined the June 2020 Interlocal Agreement and pursuant to the Interlocal Agreement, a Partner Agency may sponsor a public agency or private entity to allow the Sponsored Agency to use the P25 System.

WHEREAS, under Section 13.1 of the June 2020 Interlocal Agreement, "[e]ach of the Partner Agencies agrees to pay a proportionate share of the total amount of the purchase and construction cost of the P25 system, along with proportionate share of the costs of financing the purchase and construction of the P25 system incurred by Washoe County"

WHEREAS, since Washoe County and Harris Corporation executed the Systems Purchase Agreement, the construction costs for the P25 System have increased substantially in the amount of \$5,887,898.

WHEREAS, the Partner Agencies and the Sponsored Agencies agree that an appropriate infrastructure for the P25 System is necessary for the effective operation of the P25 System and is an essential part of public safety for the Partner Agencies and Sponsored Agencies.

WHEREAS, in order to ensure the effective operation of the P25 System, the Partner Agencies and the Sponsored Agencies agree to share the increased construction costs of \$5,887,989 by submitting additional payments, in their proportionate share, to complete construction of the P25 System in accordance with Section 13.1 of the June 2020 Interlocal Agreement.

WHEREAS, the Partner Agencies and the Sponsor Agencies desire to create procedures for project management of future capital projects for P25 System.

NOW WHEREFORE, the Partner Agencies hereby amend and revise the Washoe County P25 Radio System Interlocal Agreement June, 2020 with the following added and modified terms and conditions for the purpose of addressing the increased construction costs as well as creating procedures for project management of future capital projects for the P25 System

and providing payment options for Partner Agencies to cover the increased construction costs of the P25 System:

1. The Systems Purchase Agreement has cost overruns in the amount of \$5,887,989. The Partner Agencies and the County agree to the following for future capital projects:
2. A detailed listing of anticipated projects and future costs, as estimated by the County, is provided in Appendix B.
 - A. Prior to the initiation of any capital project for the P25 System, Washoe County shall submit a detailed project description, schedule, and estimate of any construction project, including the installation of greenfield radio sites, to the P25 System Joint Operating Committee (“Committee”) for review and recommendation. Project description, schedule, and cost estimate shall be developed and/or reviewed by staff from the County’s Community Services Department (“CSD”) or a County-provided Professional Construction Manager. Washoe County will subsequently report the Construction Manager at Risk (“CMAR”) or Design Build (“DB”) guaranteed maximum price (“GMP”), or public bids, or amount to the Committee, including all associated documentation that determined the contract amount. The bid for work shall include an appropriate contingency or force account for unforeseen conditions and shall not exceed 5% of the bid.
 - B. Washoe County shall use staff from CSD and/or a contracted project manager to ensure that industry standards for the construction contracts, administration and management of these capital projects are followed.
 - C. If the cost of construction change orders and any other cost overruns exceeds the included contingency or force account as set forth in Section 1(a) of this Addendum, the County shall submit the construction change order to the Committee for review and recommendation.
3. Subject to the terms of the Washoe County P25 Radio System Interlocal Agreement, June 2020, and the process outlined in this Addendum, each Partner Agency agrees to pay a proportionate share of the total amount of ~~any the~~ P25 Radio System installation, implementation, or construction costs specified in Appendix B, using the following rate of contribution.
 - A. Pursuant to Section 13.1.2 of the 2020 Interlocal Agreement, the rate of contribution is based on the proportionate number of radios in use by each of the Partner and Sponsored Agencies as a percentage of the total number of radios in use by all Agencies in the Washoe County Regional Communications System. The proportion of radios in use by Partner and Sponsored Agencies shall be determined by counting the individual Radio Identification Numbers assigned to each Agency. Radio Identification Number counts for each Agency will be based on the Washoe County Regional Communications Coordinator’s Radio

Identification Number report as of June 30, 2024. Each Agency's proportional share of the increased P25 System construction costs by fiscal year are specified in table 1 of Appendix A.

4. Payment Options. Partner Agencies shall pay their proportionate share of the increased construction costs (set forth in Appendix A) for the P25 System by selecting one of the following options:

A. Annual "Pay-As-You-Go" Option. Washoe County will issue invoices to Partner Agencies for their respective proportional share of estimated costs for P25 System Infrastructure by July 1, 2025, for the fiscal year 2025/2026 payment and by July 30 for fiscal year 2026/2027. Partner Agencies shall submit a single payment by July 31, 2025, in fiscal year 2025/2026 and by July 31 in the two subsequent fiscal years, unless the Partner Agency elects to pay its proportionate share of the construction costs in one of the alternative manners set forth in Sections 4(B) or 4(C) below.

B. Pre-Payment Option. Partner Agencies may choose to pre-pay their proportional share of the total of all costs specified in Appendix A, "Total Agency Contribution FY26-FY27." Any agency seeking to pre-pay must sign a written commitment to pre-pay by May 1, 2025, executed by the person, board or entity with authority to legally bind the Partner Agency. No partial pre-payments will be allowed or accepted. Washoe County will invoice agencies for pre-payments on July 1, 2025, and Partner agencies shall submit payment within thirty (30) calendar days of receipt of the invoice. After P25 radio system construction is complete, any remaining portion of any pre-payments made will be refunded to the Partner Agency.

C. Periodic Pay-As-You-Go Option. Partner Agencies may choose to submit payments as expenses are committed. Committed expenses are those for which Washoe County has a Purchase Order to complete a specific construction activity for the P25 Radio System project that has previously been reviewed and recommended by the Committee. Under this option, Washoe County will pass along expenses to the Partner Agency by sending an invoice for its proportional share of committed expenses upon Washoe County's receipt of invoices from the vendor. Partner agencies shall submit payment to Washoe County within thirty (30) calendar days from the date the invoice is issued to ensure timely payment to the vendor.

The proportion of the payment for committed expenses for each Partner Agency that elect to pay for the increased construction costs under this option will be based on their proportion of radios as specified in paragraph 3(A) of this First Addendum.

Washoe County agrees to make reasonable efforts to provide information about expected costs in the fiscal years specified in Appendix A, and subsequent fiscal years, if necessary, by January 31 of each previous fiscal year.

This payment option is not intended to create a service concession arrangement or a lender-borrower relationship between Washoe County and the Partner Agency, and therefore shall not be construed as such.

5. Insufficient Funds. If it is determined that the total of all agency payments specified in Appendix A is insufficient to complete construction of the P25 System, to the extent those costs have been reviewed and recommended by the Committee in accordance with Section 2(A-C) of this Addendum, the Committee shall meet to review, consider options, and have authority to make further ~~recommendations~~ decisions related specifically to the projects listed in Appendix B such as continuing construction, halting construction, altering ~~P25 System~~ construction plans, ~~and/or~~ making recommendations to amending the June 2020 Interlocal Agreement to address construction related issues.

If it is determined that the total payments necessary to complete construction of the P25 System will exceed the Total Agency Contribution specified in appendix A by \$500,000.00, Partner Agencies shall negotiate an additional addendum. Partner agencies shall not be obligated to submit additional payments if an additional addendum is not executed.

6. Excess Funds. After the P25 radio system construction is complete, any remaining portion of any payments made in accordance with this addendum will be refunded to the Partner Agencies based on each agency's proportionate share of payments, as described in 3(A) of this addendum.
7. Late Payments or Non-payment. If a Partner Agency does not make timely payments subject to the terms of this First Addendum, a Partner Agency is subject to the late charges and other default provisions set forth in Sections 13 and 14 of the 2020 Interlocal Agreement.

Appendix A

Appendix A –Agency Contribution Amounts by Fiscal Year for Increased Construction Costs

Table 1

Agency	Radio IDs June 30, 2024	Percent Share June 30, 2024	Agency Contribution FY26	Agency Contribution FY27	Total Agency Contribution FY26-FY27
Reno Tahoe Airport Authority	281	4.94%	\$75,717.04	\$70,722.44	\$146,439.48
US Drug Enforcement Agency	24	0.42%	\$6,466.94	\$6,040.35	\$12,507.29
Pyramid Lake Paiute Tribe	85	1.49%	\$22,903.73	\$21,392.91	\$44,296.64
City of Reno	1,344	23.63%	\$362,148.43	\$338,259.63	\$700,408.06
Reno Sparks Indian Colony	71	1.25%	\$19,131.35	\$17,869.37	\$37,000.72
City of Sparks	474	8.33%	\$127,721.99	\$119,296.92	\$247,018.91
Truckee Meadows Fire & Rescue	342	6.01%	\$92,153.84	\$86,075.00	\$178,228.84
Nevada System of Higher Education, UNR, TMCC	78	1.37%	\$21,017.54	\$19,631.14	\$40,648.68
North Lake Tahoe Fire Protection District	102	1.79%	\$27,484.48	\$25,671.49	\$53,155.97
US Department of Veteran's Affairs	22	0.39%	\$5,928.02	\$5,536.99	\$11,465.01
Truckee Meadows Water Authority	19	0.33%	\$5,119.66	\$4,781.94	\$9,901.60
Washoe County School District	1,122	19.73%	\$302,329.27	\$282,386.39	\$584,715.66
Air National Guard	42	0.74%	\$11,317.14	\$10,570.61	\$21,887.75
Washoe County	1,681	29.56%	\$452,954.99	\$423,076.22	\$876,031.21
WCRCS Infrastructure			\$700,000.00	\$300,000.00	\$1,000,000.00
	5,687		\$2,232,394.42	\$1,731,311.40	\$3,963,705.82

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Reno Tahoe Airport Authority	281	4.94%	\$75,717.04	\$70,722.44	\$146,439.48
US Drug Enforcement Agency	24	0.42%	\$6,466.94	\$6,040.35	\$12,507.29

Appendix A

<u>Pyramid Lake Paiute Tribe</u>	<u>85</u>	<u>1.49%</u>	<u>\$22,903.73</u>	<u>\$21,392.91</u>	<u>\$44,296.64</u>
<u>City of Reno</u>	<u>1,344</u>	<u>23.63%</u>	<u>\$362,148.43</u>	<u>\$338,259.63</u>	<u>\$700,408.06</u>
<u>Reno Sparks Indian Colony</u>	<u>71</u>	<u>1.25%</u>	<u>\$19,131.35</u>	<u>\$17,869.37</u>	<u>\$37,000.72</u>
<u>City of Sparks</u>	<u>474</u>	<u>8.33%</u>	<u>\$127,721.99</u>	<u>\$119,296.92</u>	<u>\$247,018.91</u>
<u>Truckee Meadows Fire & Rescue</u>	<u>342</u>	<u>6.01%</u>	<u>\$92,153.84</u>	<u>\$86,075.00</u>	<u>\$178,228.84</u>
<u>Nevada System of Higher Education, UNR, TMCC</u>	<u>78</u>	<u>1.37%</u>	<u>\$21,017.54</u>	<u>\$19,631.14</u>	<u>\$40,648.68</u>
<u>North Lake Tahoe Fire Protection District</u>	<u>102</u>	<u>1.79%</u>	<u>\$27,484.48</u>	<u>\$25,671.49</u>	<u>\$53,155.97</u>
<u>US Department of Veteran's Affairs</u>	<u>22</u>	<u>0.39%</u>	<u>\$5,928.02</u>	<u>\$5,536.99</u>	<u>\$11,465.01</u>
<u>Truckee Meadows Water Authority</u>	<u>19</u>	<u>0.33%</u>	<u>\$5,119.66</u>	<u>\$4,781.94</u>	<u>\$9,901.60</u>
<u>Washoe County School District</u>	<u>1,122</u>	<u>19.73%</u>	<u>\$302,329.27</u>	<u>\$282,386.39</u>	<u>\$584,715.66</u>
<u>Air National Guard</u>	<u>42</u>	<u>0.74%</u>	<u>\$11,317.14</u>	<u>\$10,570.61</u>	<u>\$21,887.75</u>
<u>Washoe County</u>	<u>1,681</u>	<u>29.56%</u>	<u>\$452,954.99</u>	<u>\$423,076.22</u>	<u>\$876,031.21</u>
<u>WCRCS Infrastructure</u>			<u>\$700,000.00</u>	<u>\$300,000.00</u>	<u>\$1,000,000.00</u>
	<u>5,687</u>		<u>\$2,232,394.42</u>	<u>\$1,731,311.40</u>	<u>\$3,963,705.82</u>

Appendix B

Appendix B – Future anticipated P25 Radio System construction project costs

Smokey Quartz Radio Site:

Smokey Quartz Tasks	Labor	Materials	Equipment	Transportation	Expenses	Totals
Site Design	\$92,000					\$92,000
Mobilize (In the spring)	\$15,000		\$15,000			\$30,000
Equipment needed to build site						\$0
Lease Area Pad (120' X 120')	\$19,200					\$19,200
Storm Water Control	\$4,800	\$6,500				\$11,300
Tower Foundation excavating	\$19,200					\$19,200
Tower Foundation Rebar and Concrete	\$28,800	\$55,115			\$15,000	\$98,915
Shelter Foundation Excavation	\$4,800					\$4,800
Shelter Design and Engineering					\$15,000	\$15,000
Shelter Foundation Rebar and Concrete		\$27,200				\$27,200
Fuel Tank Foundation		\$5,964			\$1,200	\$7,164
Solar Array Foundations Underground: Electrical Underground	\$150,000	\$25,000				\$175,000
Grounding	\$28,800	\$10,000				\$38,800
Fuel Line	\$4,800	\$1,000				\$5,800
Stack Tower	\$65,000					\$65,000
Purchased Shelter from VFP including Tax						\$266,079
Shelter Set with Crane	\$30,000					\$30,000
Install Generator	\$3,600			\$2,500	\$5,000	\$11,100
Install Fuel Tank	\$3,600	\$12,235		\$7,910		\$23,745
Final finish of site	\$18,000	\$12,000				\$30,000
Install Fencing Install Ice Bridge						\$60,000
Final Electrical Connections	\$7,200					\$7,200
Final Grounding Connections						\$0
Final Fuel Tank Connections	\$1,200	\$3,500		\$1,000		\$5,700
Final Grading and Clean Up of Road	\$18,000					\$18,000
De-Mobilize			\$25,000			\$25,000
Special Inspections Break Testing						\$5,000
Construction Survey						\$3,500
Project Management						\$156,000
Total Site Pricing						\$1,158,703
Total Price						
Bond						\$40,000
Final Closeout and O & Ms & Documentation						\$173,805
Total Site Price						\$1,372,508
RX3 CMAR fee						\$137,251
Total Estimate Price						\$1,601,759

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Seven Lakes Radio Site:

Seven Lakes Tasks	Labor	Materials	Equipment	Transportation	Expenses	Totals
Mobilize	\$15,000		\$15,000			\$30,000
Access Road Construction 1.3 miles of road	\$170,000	\$74,500	\$56,000	\$32,000		\$332,500
De-Mobilize			\$15,000			\$15,000
Project Management						\$46,800
Access Road Construction						\$424,300
Site design	\$92,000					\$92,000
Mobilization	\$15,000	\$15,000	\$15,000			\$30,000
Equipment needed to build site		\$28,000	\$28,000	\$12,000		\$40,000
Lease Area Pad (120' X 120')	\$19,200					\$19,200
Storm Water Control	\$4,800	\$6,500				\$11,300
Tower Foundation excavating	\$19,200					\$19,200
Tower Foundation Rebar and Concrete	\$28,800	\$55,115			\$15,000	\$98,915
Shelter Foundation Excavation	\$4,800					\$4,800
Shelter Design and Engineering					\$15,000	\$15,000
Shelter Foundation Rebar and Concrete		\$27,200				\$27,200
Fuel Tank Foundation		\$5,964			\$1,200	\$7,164
Solar Array Foundations	\$6,200	\$36,622			\$32,178	\$75,000
Power System Installation (third-party)						\$225,187.76
Underground:						
Conduit runs	\$9,000	\$1,000				\$10,000
Grounding	\$28,800	\$10,000				\$38,800
Fuel Line	\$4,800	\$1,000				\$5,800
Stack Tower	\$85,000					\$85,000
Install Generator	\$3,600			\$2,500	\$5,000	\$11,100
Install Fuel Tank	\$3,600	\$12,235		\$7,910		\$23,745
Final finish of site	\$18,000	\$12,000				\$30,000
Install Fencing						\$60,000
Final Electrical Connections	\$7,200					\$7,200
Final Fuel Tank Connections	\$1,200	\$3,500		\$1,000		\$5,700
Final Grading and Clean Up of Road	\$18,000					\$18,000
De-Mobilize		\$25,000				\$25,000
Special Inspections Break Testing			\$25,000			\$5,000
Additional Costs:						
Construction Survey						\$3,500
Project Management						\$156,000
Total Site Pricing						\$924,624
Total Price						\$1,256,924
Bond						\$45,000
Final Closeout and O & Ms and documentation						\$188,539
Total Site Price						\$1,490,463
CMAR fee at 10%						\$149,046.26
Tota Estimated Price						\$1,956,696.62

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Construction Contingency:

\$500,000

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