



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 20, 2019

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding an Interlocal Agreement between Carson City and the Nevada Department of Transportation providing for the use of the Statewide Public Safety Radio Communications System for an amount not to exceed \$5,076,000 for the initial ten-year term and not to exceed \$634,500 per year in the subsequent renewal terms. (James Jacklett, jjacklett@carson.org)

Staff Summary: This agreement will allow Carson City to utilize the Statewide Public Safety Radio Communications System (Radio System) to reduce operational costs, improve interagency interoperability, enhance radio communication, and meet homeland security initiatives for radio communications. The operational costs will consist of an annual fee for unlimited air-time based on the number of City radios units registered and utilized on the Radio System. The coverage, capacity, and resiliency provided by the Radio System will significantly increase the City's communications capability and increase operational readiness. The agreement is for an initial term of ten years and will automatically renew for an additional ten years at the end of each term. The agreement may be terminated by either party with 120 days' notice without cause.

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to approve the Interlocal Agreement.

Board's Strategic Goal

Efficient Government

Previous Action

May 16, 2019 - This agreement was presented to the Board and discussed. The Board directed staff to revise the terms of the agreement.

Background/Issues & Analysis

At the May 16, 2019 meeting, the Board requested changes to the agreement including a 90+ day termination period, clarification regarding the billing process, clarification on the process should operational costs exceed the limits in the agreement, and language specifying the City's right to participate in the NDOT user group and technical advisory committee. The agreement has been revised and the listed issues have been addressed.

The Statewide Public Safety Radio System (Nevada Shared Radio System or Radio System) through its members Washoe County, NDOT, and NV Energy has contracted Harris Corporation to build a new P25 Phase 2 radio system. The new Radio System is comprised of 127 communication sites, a geographically redundant communication core, 24 dispatch centers, emergency readiness assets including six Site-on-Wheels, and additional interoperability and asset management components. NDOT alone has invested over \$55M into the

new Radio System. Joint use of the Radio System provides for efficient use of resources and specifically addresses the needs identified by Carson City radio users including capacity, coverage, capability, and reliability. Staff evaluated system alternatives including improving our radio system, building a new regional system with the quad-county agencies, and purchasing a system as a service. The cost to upgrade the existing Carson City system to P25 Phase 2 was projected at \$6M and would not increase coverage outside of the County or directly address interoperability with existing Statewide Public Safety Radio System users. Interoperability solutions for City-owned P25 system to the Statewide System could cost an additional \$1M. The Statewide Public Safety Radio System also supports Mission Critical Push-to-Talk (MCPTT) over FirstNet and commercial cellular networks. Please note that MCPTT is not a replacement for first responder radios. The increased coverage, capacity, redundancy, and capability of the Statewide Public Safety Radio System present considerable value over the life cycle of the system versus replacing and improving the existing City system to an equivalent level of service. The increased interoperability provided by the Radio System will streamline interagency communications and increase the operational readiness of the Public Safety agencies in the Carson City area.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Fleet Radio Services and Supplies 560-3055-419.06-76

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Not to exceed \$5,076,000 for the initial ten-year term and not to exceed \$634,500 per year in the subsequent renewal terms. Attachment A of the Agreement includes detailed estimates for yearly and aggregate costs. FY20 operating fees are budgeted and will be paid from the Technical Equipment Account 560-3055-419.06-76. Future years are not budgeted and are expected to be paid from the Fleet Budget, and added to the REU charges paid by the end user departments. The cost for use of the Statewide Public Safety Radio System is proportional to the number of subscriber or end-user radios registered and operating or using air-time on the system during the year. City-owned radios will operate or use air-time on the Statewide Public Safety Radio System in the same manner that cell phones operate on commercial cellular carrier networks. The current plan is to increase the number of radios registered to operate on the system gradually over the initial five-year period. The new radio system coverage build-out for Carson City is anticipated to be completed in FY 2022. At that time, user departments will shift operations from the legacy City radio system to the Statewide System. The projected fee for unlimited air-time in FY 20 is \$705 per radio. The fee per radio is expected to decrease over the next several years but is not guaranteed as the Department of Administration sets the program fees which are approved by the Legislature. The operational costs will be offset by savings attained through decommissioning portions of the legacy radio system thereby avoiding large capital investments that would otherwise be required to sustain their operation. The City will also avoid the cost of increasing the legacy systems capacity, capability, redundancy, and complexity. Additional savings will be realized through reduced staffing needs in comparison to an upgraded City-owned radio system. Once radio operations have shifted to the State Radio System, the amount of radio infrastructure operated and maintained by the City will be reduced.

Alternatives

Do not approve agreement and provide other direction to staff.

Attachments:

[R148-19-016 Agreement to Second Party.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

INTERLOCAL AGREEMENT

This Agreement, made and entered into on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, hereinafter called the "CITY". Department and City may be individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes ("NRS"), the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the DEPARTMENT owns, maintains, and operates a radio system known as the "Statewide Public Safety Radio Communications System" (hereinafter "Statewide Radio System" or "Radio System") to provide communications for its employees to assist in maintaining and constructing transportation systems in the State of Nevada; and

WHEREAS, the DEPARTMENT is willing to allow public safety entities to utilize the DEPARTMENT's Statewide Radio System to reduce operational costs, improve interagency interoperability, enhance radio communication, and meet homeland security initiatives for radio communications; and

WHEREAS, the purpose of this Agreement is to establish DEPARTMENT and CITY responsibilities in operating and maintaining the DEPARTMENT's Statewide Radio System; and

WHEREAS, provision for the use of the Statewide Radio System by the CITY will be of benefit to the DEPARTMENT, the CITY, and to the people of the State of Nevada; and

WHEREAS, the CITY and DEPARTMENT are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I – FORMATION OF SYSTEM

1. Statewide Radio System

A. The Statewide Radio System is a radio system primarily designed to provide portable and mobile radio coverage statewide on the State road system. The Statewide Radio System is shared with multiple entities participating in full legal accordance with the Federal Communications Commission (FCC) regulations. System resources and components have been combined to maximize radio capabilities and minimize equipment costs and associated operational costs. The Statewide Radio System provides emergency support under the State emergency plans and meets Homeland Security initiatives regarding interoperable public safety radio systems.

B. The Radio System shall continue to utilize authorized frequencies in accordance with the FCC and all applicable rules and regulations.

2. Additional Participants

As system capacity permits, the DEPARTMENT may approve other agencies entering into separate agreements with the DEPARTMENT for joint use of the statewide Radio System.

3. Security

The parties acknowledge by this Agreement that the subject communications system is vital for the State of Nevada and that any security compromise of the system could have far-reaching ramifications for the State. Therefore, the parties agree that any security-sensitive information in document or electronic form or by verbal communications about the system itself, including, but not limited to, access to frequencies, location of and access to any core communications equipment, and information about any users and their methods of utilization of the system shall be considered confidential and only given to those employees, agents and representatives of the agency whom the parties have confirmed and can guarantee are trustworthy and will hold said information confidential. The parties further agree to provide the necessary security training to any personnel in whom they will confide the security-sensitive information about the system to insure against any breaches of confidentiality. The parties will provide adequate assurances, upon request by any party, that such training has occurred. For purposes of this Agreement, the parties shall designate the information about the system as security-sensitive and said information shall be treated as such.

ARTICLE II – CITY PARTICIPATION

1. Radio System Participating Agencies

A. The CITY shall purchase and provide for the programming, maintenance, repair, and replacement of its own end-user equipment, which shall include, but not be limited to, mobile and portable radios, desktop base stations, dispatch consoles, call recording equipment, push-to-talk over cellular devices, and bi-directional amplifiers or other in-building communications enhancements.

B. The CITY may co-license or transfer any currently-allocated frequencies to the DEPARTMENT for use in the Radio System. Any new license obtained by the CITY for frequencies to be utilized for the Radio System shall be co-licensed to the DEPARTMENT.

2. CITY Equipment, Infrastructure, and Property

The CITY may authorize the DEPARTMENT's lease or use of CITY equipment, infrastructure, or property for the DEPARTMENT's use in providing the Radio System and associated services under this Agreement and under Agreement number P697-16-016. The DEPARTMENT's lease or use of any CITY equipment, infrastructure, or property, including real property, under this provision must be approved by the Board of Supervisors if required by statute, regulation, or CITY policy. Otherwise, the lease or use of CITY equipment, infrastructure, or property may be approved at the discretion of the CITY's Public Works Director, or his or her designee.

ARTICLE III – SYSTEM RESPONSIBILITY AND CITY COSTS

1. DEPARTMENT Responsibilities for Radio System

A. Except as provided in Article II, Section 2 of this Agreement, and except for end-user equipment, including, but not limited to, mobile or portable radios, desktop base stations, dispatch consoles, call recording equipment, and bi-directional amplifiers or other in-building communications enhancements, the DEPARTMENT shall have legal, fiscal, and ownership control over the Radio System and its assets. The DEPARTMENT will maintain, operate, and repair the Radio System.

B. The DEPARTMENT shall operate, monitor, repair, and maintain the Radio System, through its employees or independent contractors, on frequencies in legal accordance with FCC regulations. The DEPARTMENT will provide the CITY use of the Radio System which is designed, operated, and maintained to provide public safety grade portable and mobile coverage in accordance the coverage requirements of the Nevada Shared Radio System as defined in Agreement number P697-16-016, including passing on to City the quality, reliability, and other deliverables defined in Agreement number P697-16-016.

C. The DEPARTMENT will provide appropriate support to the Radio System, within budgetary constraints, to maintain the current level of coverage, features, and availability.

D. The DEPARTMENT will address and take action to improve the coverage and capacity of the Radio System, within budgetary constraints, to provide public safety grade communications capabilities meeting the needs and requirements of CITY.

E. The DEPARTMENT will give priority to the maintenance schedules and maintenance response to ensure first priority to public and first responder safety.

2. CITY Costs

A. The CITY shall be charged, by the DEPARTMENT, a percentage of the cost of operating the Radio System (herein referred to as "Operational Costs"). Operational Costs will include Personnel Services, Travel, Operating, and Equipment costs as defined and approved by the Department of Administration.

B. Costs and expenses that are considered by the DEPARTMENT to be shared by the CITY are those costs that benefit all of the participating agencies as they pertain to the Radio System, radio frequencies, and inter-system transport of voice and data.

C. The State of Nevada, Department of Administration, with input from the DEPARTMENT, will establish the Operational Cost range for each fiscal year, based upon forecasted service utilization and system operating costs. The forecasted Operational Cost rate will be the basis for the fiscal year's billings to the users of the Radio System.

D. In addition to the forecasted Operational Costs, at the close of each fiscal year, the Department of Administration will evaluate actual system costs and utilizations and compare those to the forecasted rates established for the fiscal year. The variance between the forecasted amount and the actual cost and utilization will establish the over or under recovery amount for the DEPARTMENT budget. This amount will be credited to, or will be an additional charge to be included in, the forecasted Operational Cost rate in the subsequent fiscal year. The over or under recovery amount shall not affect previously made forecasts or payments, or CITY's not to exceed amounts.

E. The forecasted Operational Costs, together with the over or under recovery amount, shall be billed to CITY, together with other users of the Radio System sharing in the DEPARTMENT's costs, on a per radio basis. The equipment to be counted shall be mobile radios, portable radios, base stations, and dispatch consoles. Radios shall be considered in use if they are properly registered and configured for operation on the Radio System. The DEPARTMENT will count the number of Radios in use by the CITY and other users of the Radio System at the start of each fiscal year. The Radios that are in use by NV Energy and Washoe County are not included in the total number of radios for which the State's recovery costs are calculated. The Operational Costs and the over or under recovery amounts shall be divided against the total number of Radios in use to reach a per-radio fee. Changes in radio quantity by the CITY or other users of the Radio System after the count and throughout the year will not be assessed or billed until the next fiscal year. No reconciliation, reimbursements or assessments will be made to the users based on actual usage throughout the year.

F. The DEPARTMENT shall bill the CITY once, annually for the CITY's percentage of Operational Costs based on CITY's radio units and the per-radio fee. The exact billing date will depend upon the DEPARTMENT's budget schedule and any billing arrangements made with the CITY.

G. The actual costs paid by CITY during the initial ten-year term shall not exceed the limits shown in ATTACHMENT A for any individual fiscal year or the aggregate total for the full ten-year term. In any subsequent renewal term, the actual costs paid by CITY shall also not exceed the limits shown in ATTACHMENT A. If the Operational Costs billed to CITY exceed the not to exceed limits shown in ATTACHMENT A, CITY shall have 90 calendar days in which to reduce the number of radios operating on the Radio System to bring the Operational Costs billed to CITY within the not to exceed amount, request that the CITY Board of Supervisors increase the not to exceed amount, or both. If CITY reduces the number of radios that CITY operates on the Radio System for this purpose, any shortfall produced by this reduction shall be included in the calculation of the following fiscal years' over or under amount; the DEPARTMENT shall not recalculate the per-radio Operational Cost for the applicable fiscal year.

H. It is the CITY's desire to operate mission-critical-push-to-talk (MCPTT) devices on the Radio System. Costs to operate MCPTT devices on the system have not been determined and will be decided by the Governance Board, the User Committee, the Budget Office, and the Legislature. Based upon that cost determination, the DEPARTMENT will be responsible for core licensing, and the CITY will be responsible for the device licensing associated with the MCPTT devices. Once a determination on cost has been reached, this function will be included as an amendment to this Agreement and to ATTACHMENT A.

I. Costs of required improvements incurred solely for the benefit of the CITY (e.g., enhancing in-building coverage) or replacement costs of end-user equipment (mobile/portable radios, desktop base stations, dispatch consoles, etc.) are the sole financial responsibility of the CITY. The purchase, maintenance, and repair of CITY-owned end-user equipment (mobile/portable radios, desktop base stations, call recording equipment, dispatch consoles, etc.) shall be the responsibility of the CITY.

J. The costs and the use of dispatch services, if utilized and contracted separately, shall be the sole responsibility of the CITY.

L. The CITY shall be responsible for the operating, maintenance, and repair costs associated with connecting to the Radio System from the point of demarcation as defined in Item 3 to the participating agency radio system equipment. The Radio System is comprised of Central Switching equipment and Mountain Top communications sites located throughout the State.

M. The DEPARTMENT shall be responsible for the maintenance, repair, and operation of the Central Switching equipment, the Mountain Top communications sites, and associated infrastructure.

N. If a charge is not paid in full within ninety (90) calendar days following any scheduled due date, the CITY shall be in default.

3. Point of Demarcation for Responsibility of Equipment

Unless otherwise determined by separate agreement, the demarcation point between DEPARTMENT responsibility for maintenance, repair, and operation of the Central Switching equipment, the Mountain Top communications sites, and associated infrastructure, and the CITY responsibility shall be the mobile or portable radios, desktop base stations, call recording equipment dispatch consoles, and Bi-Directional Amplifiers or other in-building communications enhancements.

4. Purchase of Radio System Compatible Equipment

A. The CITY agrees to meet Radio System specifications as determined by the DEPARTMENT, including brands and models when appropriate, for associated equipment used to interconnect to the Radio System. The DEPARTMENT recommends that it be contacted for the minimum equipment level recommended for purchase to preclude the CITY's purchase of improper equipment that may not be used on the Radio System.

B. The purchase of certain Radio System equipment, licensing, and services must be made by the DEPARTMENT in accordance with Agreement number P697-16-016.

DEPARTMENT agrees to make these purchases when required on behalf of the CITY. The DEPARTMENT shall provide CITY a copy of the paid invoice. CITY agrees to reimburse NDOT for approved purchases upon receipt of the original invoice, equipment, licensing, and services. DEPARTMENT agrees to transfer ownership of the equipment and licensing to the CITY upon receipt of reimbursement. Upon termination of this agreement the equipment and licensing transferred to the CITY shall remain the property of the CITY.

5. CITY Participation in DEPARTMENT User Group and Technical Advisory Committee:

As defined in Agreement NM117-17-016 CITY shall be entitled to participate in the DEPARTMENT User Group and the DEPARTMENT Technical Advisory Committee and shall be entitled to one seat or vote, as applicable, on or in that User Group and Committee.

ARTICLE IV - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including June 30, 2029. This Agreement shall be automatically renewed for an additional ten-year period on the last day of each ten-year term.

2. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause at any time, provided that a unilateral termination shall not be effective until one hundred and twenty (120) calendar days after a party has served written notice upon the other party. Upon termination, DEPARTMENT shall reimburse CITY's operating fees charged for the applicable fiscal year, pro-rated from the date that the last CITY radio is deregistered until the end of the fiscal year. The parties' payments and services provided under this Agreement are contingent upon the availability of the necessary public funding, and the parties expressly agree that this Agreement shall be terminated immediately if for any reason one party is unable to acquire and appropriate the funding necessary to perform in accordance with the terms of this Agreement or federal and/or State Legislature funding is withdrawn, limited, or impaired. No claim or cause of action may be based upon any non-appropriation.

3. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party through its execution of this Agreement on the signatory lines below.

4. The DEPARTMENT agrees to provide the CITY, for its exclusive use, system-user assignments (Logical Identifier's (LID's), IP addresses, etc.) on the radio system. The CITY agrees to provide annually to the DEPARTMENT the actual number of radio system units for the fiscal year, which will become the basis for establishing system billings.

5. The DEPARTMENT agrees to provide the CITY limited access to the applications and services necessary to configure, program, and maintain the CITY-managed equipment and to monitor the health and status of the Radio System. All programming software, programming cables, Software Programming Licensing, and Training are to be the responsibility of the CITY.

6. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested,

postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Kristina Swallow, P.E., Director
Attn.: Richard Brooks
Nevada Department of Transportation
Traffic Operations Division
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7886
E-mail: rbrooks@dot.state.nv.us

FOR CITY: Darren Schulz, P.E., Director
Attn.: James Jacklett
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
Phone: (775) 887-2355
E-Mail: jjacklett@carson.org

7. Each party agrees to keep and maintain under generally accepted accounting principles, full, true, and complete records and documents (written, electronic, computer-related or otherwise) pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

8. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

9. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

10. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from

and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other party within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

12. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

13. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including another breach of the same provision.

14. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

15. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

16. Except as otherwise provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

17. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

18. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement. The confidentiality obligations imposed by this section are subject to Article III, section 17, disclosure under NRS Chapter 239.

19. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

20. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

21. The DEPARTMENT does not provide any warranty that the estimate of Operational Cost or Depreciation Cost that the DEPARTMENT may provide is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The annual operating costs may vary widely and shall be calculated as provided in Article III, Section 2 of this Agreement. In no event shall DEPARTMENT be liable for costs in excess of the amounts appropriated by the Legislature for purposes of this Agreement.

22. The CITY does not provide any warranty that the estimate of Radio Units is an accurate reflection of the final amount. The CITY disclaims any such warranty. The annual Operating Costs due to the DEPARTMENT shall not exceed the amounts provided in ATTACHMENT A. The per-radio operating costs shall be calculated and charged to CITY as provided in Article III, Section 2. In no event shall CITY be liable for costs in excess of the amounts appropriated by the CITY Board of Supervisors for purposes of this Agreement.

23. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public, or any member thereof, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

24. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CARSON CITY, NEVADA

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Name (Print)

Approved as to Legality & Form:

Title (Print)

Deputy Attorney General

Approved as to Form:

District Attorney

Attachment A

BILLING PERIOD	DESCRIPTION	RADIO UNITS	ESTIMATED UNIT FEE	NOT TO EXCEED OPERATIONAL COSTS
FY 20	Statewide Radio System usage	200*	\$705**	\$141,000**
FY 21	Statewide Radio System usage	300*	\$705**	\$211,500**
FY 22	Statewide Radio System usage	500*	\$705***	\$352,500***
FY 23	Statewide Radio System usage	800*	\$705***	\$564,000***
FY 24	Statewide Radio System usage	900*	\$705***	\$634,500***
FY 25	Statewide Radio System usage	900*	\$705***	\$634,500***
FY 26	Statewide Radio System usage	900*	\$705***	\$634,500***
FY 27	Statewide Radio System usage	900*	\$705***	\$634,500***
FY 28	Statewide Radio System usage	900*	\$705***	\$634,500***
FY 29	Statewide Radio System usage	900*	\$705***	\$634,500***
TOTAL				\$5,076,000***

BILLING PERIOD	DESCRIPTION	RADIO UNITS	ESTIMATED UNIT FEE	NOT TO EXCEED OPERATIONAL COSTS
Subsequent Renewal Term Individual Year	Statewide Radio System usage	900*	\$705***	\$634,500***

*The actual number of radio units in operation each year is subject to change based upon Carson City operational requirements. The projected quantities are provided for funding approval. The actual number of radio units in operation may also vary depending on an increase or decrease of the per radio unit fee so that, absent an amendment to the Agreement, Carson City may remain within the not to exceed operational costs.

***The Department of Administration has projected the annual fee for end-user radio units at \$705/unit for the 20/21 biennium. This is tentative and will be approved by the legislature.

***The Department of Administration will determine the annual end-user radio unit fee at the end of each biennium based upon actual system costs and utilizations. The legislature approves the fee each session. As a result, the unit fee and the corresponding operational costs may increase or decrease.

BeOn Mission Critical Push-to-Talk(MCPTT)

The Department of Administration and Legislature will determine the annual unit cost for the BeOn application on the statewide radio system. This cost will be charged for each user when determined. Resource availability on the current EDACS system limit the availability of assignment for this application and requests will be considered individually based upon these limitations.