REGIONAL WIRELESS COOPERATIVE POLICIES AND PROCEDURES	SS WAL WIRE SSS		
	No. A-02.21		
Subject:  Conditional Participant Policy	Revised 06/01/2021 12/03/2019 08/10/2017		
	Created 11/17/2011		

# 1.0 Purpose

1.1. Defines the policy to form a relationship between the Regional Wireless Cooperative (RWC) and Conditional Participants to facilitate operations.

## 2.0 Owner

2.1. RWC Operations Working Group (OWG).

# 3.0 Applies To

3.1. Entities that are granted temporary RWC capability for special events, tactical situations or emergency circumstances, or any other circumstances as authorized by the Board.

### 4.0 Background

- 4.1. The RWC Members may require assistance from non-Member entities for special events, tactical situations or emergency circumstances to supplement existing resources.
- 4.2. Non-Member entities may require assistance from RWC Members for special events, tactical situations or emergency circumstances beyond the non-Member's current available resources.
- 4.3. Non-Member government agencies using the RWC as their primary form of radio communications and are unable to join as full Members are defined as Long-Term Conditional Participants.

## **5.0 Policy Statement**

5.1. RWC Governance Section 2.1.3 provides a definition of Conditional Participant. This policy outlines the notification requirements and participant responsibilities.

### 6.0 Supporting Rules

- 6.1. Conditional Participant:
  - 6.1.1. Categories of membership are specifically defined in RWC Governance, Section 2.1.
  - 6.1.2. RWC costs may be incurred and will be the responsibility of the Conditional Participant.
  - 6.1.3. Conditional Participants do not have RWC voting rights.
  - 6.1.4. Conditional Participants do not have a representative on the OWG.
  - 6.1.5. Conditional Participants do not have representation on the Board of Directors.
  - 6.1.6. The OWG may approve planned Conditional Participants.
  - 6.1.7. The Executive Director may authorize emergency Conditional Participants.
  - 6.1.8. The RWC does not provide dispatch support for Conditional Participants.
  - 6.1.9. Conditional Participants should not assume a talkgroup is recorded.
- 6.2. Long-Term Conditional Participants:
  - 6.2.1. Authority to be a Long-Term Conditional Participant is defined in RWC Governance Section 2.1.3 (4).
  - 6.2.2. Long-Term Conditional Participants do not have RWC voting rights.
  - 6.2.3. Long-Term Conditional Participants do not have representation on the Board of Directors.
  - 6.2.4. Long-Term Conditional Participants may have a representative on the OWG.
  - 6.2.5. Long-Term Conditional Participants must be approved by the Board of Directors and enter into an annual agreement.
  - 6.2.6. Long-Term Conditional Participants must have TDMA compatible equipment.
  - 6.2.7. Long-Term Conditional Participants may not own or construct transmit/receive sites or network infrastructure.
  - 6.2.8. If a Long-Term Conditional Participant chooses to not renew or breaks their annual agreement, they may not reapply for Long-Term Conditional Participant status for a period of two (2) years.
  - 6.2.9. The RWC does not provide dispatch support for Long-Term Conditional Participants.
  - 6.2.10. Long-Term Conditional Participants should not assume a talkgroup is recorded.

# 7.0 Responsibilities

7.1. Requests to become a Conditional Participant and/or Long-Term Conditional Participant must be submitted to the RWC Executive Director, The Executive Director will provide the OWG a written summary and applicable information. The OWG will approve, deny, or request additional information. Both Conditional Participants and Long-Term Conditional Participants will adhere to all applicable RWC policies and procedures

- 7.2. Conditional Participant submissions must include:
  - 7.2.1. Conditional Participant entity name.
  - 7.2.2. Member single point of contact information.
  - 7.2.3. Purpose of request.
  - 7.2.4. Estimated number of subscriber units.
  - 7.2.5. Estimated duration of activity.
  - 7.2.6. Operational needs.
- 7.3. Long-Term Conditional Participants:
  - 7.3.1. The submissions will include:
    - 7.3.1.1. Entity name.
    - 7.3.1.2. Single point of contact information.
    - 7.3.1.3. Purpose of request.
    - 7.3.1.4. Requested number of subscriber units.
    - 7.3.1.5. Operational needs.
    - 7.3.1.6. Talkgroup plan.
  - 7.3.2. The Executive Director will request a capacity analysis to be conducted by the Network Manager to determine if a capacity fee is necessary to support the Long-Term Conditional applicant.
    - 7.3.2.1. If a capacity fee is necessary, the applicant will be provided with an estimated cost and will be responsible for funding any necessary capacity increase.
  - 7.3.3. Long-Term Conditional Participant applications will be forwarded to the Board of Directors for final approval.
  - 7.3.4. Long-Term Conditional Participants cost structure is as follows:
    - 7.3.4.1. The approved Member radio rate for the applicable fiscal year, plus the percentage change of the Motorola SUA II agreement over the O&M total cost, plus a 10% system expansion fee. The Board may also add a capacity fee based off the analysis completed or system wide projects.
    - 7.3.4.2. Long-Term Conditional Participants operating on a different fiscal year may choose to be billed annually. If annual billing is elected, the current RWC fiscal rate will be applied. If the upcoming fiscal year is projected to have a significant increase in the radio rate the Board may choose to address the discrepancy via a capacity fee.
  - 7.3.5. After Board approval Long-Term Participants will sign and return the Long-Term Conditional Participant Agreement.

### 8.0 Conditions for Exemption or Waiver

8.1. As provided in the Waiver or Exception Policy.

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9.1. As listed at www.rwcaz.org.