



**County of Hanover**

**Board Meeting:** April 9, 2014

**Subject:** Authorization to execute agreement with Caroline County for use of the Doswell and Beaverdam Tower sites.

**Summary of Agenda Item:** It is mutually beneficial and in the public interest for Hanover County to allow Caroline County to install its radio system equipment on leased tower and building space at the Doswell and Beaverdam Tower Sites, along with use of microwave connection between Doswell and Beaverdam. The annual fee to be paid by Caroline County under the agreement is \$38,500 each year beginning in FY15. This Agreement is authorized by Virginia Code Section 15.2-1300.1, and has been reviewed by the County Attorney's Office.

Additionally, Caroline County has proposed to purchase from Hanover County five (5) surplus TRAK 9100 GPS units at an additional one time cost of \$74,320 (\$14,864 each).

**County Administrator's Recommended Board Motion::** Motion to authorize the County Administrator to enter into an Agreement with Caroline County for Caroline to lease space at the Beaverdam and Doswell Tower Sites and authorize the County Administrator to take all other actions necessary to implement the Agreement.

**AGREEMENT BETWEEN  
HANOVER COUNTY AND CAROLINE COUNTY  
REGARDING USE OF  
HANOVER COUNTY COMMUNICATIONS SYSTEM**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **BOARD OF SUPERVISORS OF HANOVER COUNTY** and the **BOARD OF SUPERVISORS OF CAROLINE COUNTY**, both political subdivisions of the Commonwealth of Virginia, for the purpose of establishing terms for the provision of aid by Hanover County to Caroline County in the form of the use of certain tower sites, infrastructure and microwave resources related to the Hanover County 800 MHz communications system (the "System").

**RECITALS**

1. The parties have determined that it is mutually beneficial and in the public interest for Hanover County to allow Caroline County to use the following limited infrastructure and microwave connectivity related to the System (the "Infrastructure") for the installation, use and operation of the following antennas and related equipment (together, the "Equipment"), all in accordance with the terms of this Agreement: (a) tower space on the Beaverdam tower site supporting (1) 700 MHz transmit antenna at 310 feet, (1) 700 MHz receive antenna at 350 feet, and (1) 6.2 GHz microwave antenna at 255 feet; (b) tower space on the Doswell tower site supporting (1) 700 MHz transmit antenna at 385 feet, (1) 700 MHz receive antenna at 400 feet, (1) 6.2 GHz microwave antenna at 355 feet, and (1) VHF transmit/receive antenna at 335 feet; (c) floor space within the Beaverdam and Doswell equipment buildings not to exceed 18 square feet per building to accommodate up to 3 racks of radio communications equipment; (d) non-exclusive benefit of environmental and power systems supporting the Beaverdam and Doswell equipment buildings; and (e) non-exclusive benefit of existing Hanover County intrasite microwave surplus capacity between Beaverdam and Doswell tower sites for the purpose of providing redundant dual path connectivity for the Caroline County 700 Mhz radio system. The parties have further determined that it is mutually beneficial and in the public interest for Hanover County to convey to Caroline County certain surplus communications equipment that will assist Caroline County with GPS time synchronization for its County radio system (the "Surplus Equipment").

2. In order to accomplish this arrangement, the administration and staff of both counties shall cooperate to establish interoperability and suitable improvements to the System to facilitate use by Caroline County.

3. This Agreement is authorized by Section 15.2-1300.1 of the *Code of Virginia*, 1950, as amended.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are a part of this agreement, the mutual covenants, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows.

### **1. Responsibilities of Hanover County**

Hanover County shall:

- a. Provide Caroline County access to and use of (i) Hanover County's Beaverdam and Doswell radio communications tower sites (the "Sites") for the installation, operation and use of the Infrastructure and Equipment, in conformance with all applicable laws and regulations (the "Requirements"), and (ii) the System, provided that such access and use shall not significantly degrade use of the System for Hanover County purposes;
- b. Administer the System in compliance with all applicable laws and regulations, including licenses issued by the Federal Communications Commission. Administration shall include controlling the network, optimizing performance and facilitating interoperable communications among agencies and radio subsystems;
- c. Determine the annual cost of Caroline County's use of and access to the System (the "Fee") with such Fee to be calculated on an annual basis in general accordance with the Hanover P25 Radio System Shared Use Cost Model illustrated by Exhibit A attached hereto. The Hanover County Emergency Communications Director (the "Director") shall establish the Fee, notify the Caroline County Administrator of the Fee, and collect the Fee in accordance with the procedure described below;
- d. Serve as the sponsor for Caroline County public safety agencies regarding regional interoperability pursuant to policies promulgated by the Capital Region Communications Steering Committee; and
- e. Authorize a representative of Caroline County to serve on the Hanover County Communications Advisory Committee to participate in the Committee's consideration of any issues arising from the use of the System by Caroline County. The Hanover County Administrator, in consultation with the Director and with the Caroline County Administrator, shall have the authority to appoint such representative. The Director shall have the authority to call meetings, establish agendas and accomplish other administrative functions related to the Committee in accordance with its by-laws or other internal rules and procedures.

### **2. Responsibilities of Caroline County**

Caroline County shall:

- a. Adhere to all Hanover County protocols and the Requirements relating to use of the System and the Sites, including any procedures related to the use of and access to the System approved by the Director and issued to Caroline County;
- b. Pay the Fee as provided for in this Agreement; and

c. Pay all costs of reasonable improvements and periodic upgrades to the System deemed necessary by the Director to accommodate Caroline County's actual and projected use of the System and not otherwise needed by Hanover County, as well as all costs of termination of this Agreement and cessation of the services provided by Hanover County pursuant to this Agreement, as described below, including without limitation, the cost of removal of the Caroline Equipment. Any changes to the System to accommodate Caroline County's use shall be planned and designed by the Director in consultation with staff of Caroline County.

### **3. Contract Term; Termination**

a. This Agreement shall be in effect as of the date set forth above and shall continue from year to year until terminated. This Agreement may be terminated on July 1<sup>st</sup> of any year with notice in writing provided no later than March 1<sup>st</sup> of the calendar year prior to termination, or it may be terminated upon six months prior written notice for non-payment of the Fee or other costs provided for under this Agreement, or for violation of any material provision of this Agreement or of applicable federal, state or local laws, regulations and ordinances.

b. Upon termination of this Agreement for any reason, Caroline County will be responsible for all costs associated with the removal of its Equipment from the Sites. All of the Equipment shall be and remain property of Caroline County, and all property of the System shall be and remain that of Hanover County. No jointly owned property is contemplated or created by this Agreement.

c. All obligations of the parties pursuant to this Agreement shall be subject to lawful appropriations.

### **4. Determination of Costs and Payments**

a. Caroline County shall pay the initial Fee on or before July 1, 2014 and at the beginning of each subsequent fiscal year or on any other schedule acceptable to the Hanover County Administrator and the Caroline County Administrator and confirmed in writing by them.

b. On or before October 31<sup>st</sup> of each year, Caroline County shall notify Hanover County of any proposed changes related to Caroline County's use of the Infrastructure and shared components of the System under this Agreement and prior to November 15<sup>th</sup> of each year Hanover County shall calculate the cost of such changes, if any, and notify Caroline County of any revisions to the Fee for the next fiscal year. No later than December 1<sup>st</sup> of each year following receipt of the notice of the revised Fee, Caroline County shall notify Hanover County of any disagreement Caroline County has with the revised Fee or any of the information reflected in the notice. The parties shall meet as soon as practicable to attempt in good faith to resolve any such disagreement. In the event that the parties are unable to agree upon the revised Fee before March 1<sup>st</sup> of the next year, the Agreement shall terminate on July 1<sup>st</sup> of that year without further action by either party.

c. Hanover County shall adjust the Fee each year in accordance with the schedule described above and the provisions of paragraph 1.c above, in order to fund the annual operational costs of that portion of the System used by Caroline County.

### **5. Administration**

a. Hanover County and Caroline County will each be responsible for managing its own primary system controller and the cost thereof.

b. Hanover County and Caroline County will each be responsible for managing its own subscribers and the cost thereof.

c. The Director, in consultation with the Caroline County Administrator, shall (i) coordinate the strategic growth and development of the Communications System, (ii) establish regional performance and technical standards for the shared components of the System, and (iii) establish interoperability processes and procedures for the System.

## **6. Liability; Insurance**

a. In no event shall either party be liable to any user or any other party for any direct, indirect, incidental, special or consequential damages including, without limitation, damages attributed to any malfunction of the System, regardless of the cause of action, arising out of or in connection with a party's performance.

b. The parties each will be responsible for maintaining adequate insurance for property loss on their own infrastructure and subscriber units, and for maintaining adequate insurance in the nature of general liability and public officials liability insurance, and for defending and responding to claims of others.

c. To the fullest extent permitted by law, each party to this Agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal, equitable or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this Agreement, or the acts, errors and omissions or anyone acting under such party's direction or control and on its behalf. Notwithstanding the foregoing, Hanover County and Caroline County are the sole parties to this Agreement and no other person or entity shall be entitled to rely on or make any claim hereunder. There are no third party beneficiaries to this Agreement.

## **7. Notices**

All notices required or permitted to be given under this agreement shall be in writing and effective when delivered to the parties at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

County:           Attention: County Administrator  
                      County of Caroline  
                      P.O. Box 447  
                      212 North Main Street  
                      Bowling Green, VA 22427

Court:            Attention: County Administrator  
                      Hanover County  
                      P.O. Box 470  
                      Hanover, VA 23069

**8. Miscellaneous**

a. This Agreement is the entire agreement of the parties and contains all the terms and conditions agreed to by the parties. Any and all oral or written representations and previous agreements, if they exist, between such parties are superseded by this Agreement. This Agreement may be modified or changed only by a written instrument signed by the parties. In the event that any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, it is the intent of the parties that such provision be excised and the remainder of this Agreement remains in full force and effect. This Agreement shall inure to the benefit of and be binding upon the parties and all of their respective successors and assigns.

b. Each party hereto represents and warrants that (i) it has the full authority to enter into and perform its obligations under this Agreement, (ii) no party has any contractual right or obligation that would conflict with any rights granted under this Agreement. Each individual executing this agreement below represents and warrants that (i) he or she is fully authorized to execute and deliver this Agreement to the other party on behalf of the party for which he or she is signing and (ii) such signature shall legally bind the party for which he or she is signing.

**WITNESS** the following signatures and seals as of the date first written above.

**BOARD OF SUPERVISORS OF  
HANOVER COUNTY, VIRGINIA**

**BOARD OF SUPERVISORS OF  
CAROLINE COUNTY, VIRGINIA**

BY: \_\_\_\_\_(SEAL)  
Cecil R. Harris Jr.  
County Administrator

BY: \_\_\_\_\_(SEAL)  
Charles M. Culley Jr.  
County Administrator

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Assistant County Attorney  
Hanover County, VA

\_\_\_\_\_  
County Attorney  
Caroline County, VA

Exhibit A  
 Hanover Caroline Shared Radio System Agreement  
 FY 15 with 5 yr Budget Projections - Shared Use Cost Model

	FY 2015	FY 2016	FY 2017	FY 2016	FY 2017	FY 2018
Tier 2 Tower Site - Beaverdam	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00	\$ 15,812.50
Microwave - Beaverdam	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,450.00
Tier 2 Tower Site - Doswell	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00	\$ 15,812.50
Microwave - Doswell	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,450.00
Electrical Use for Equipment VFP Shelter	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,750.00
<b>Annual Recurring Lease Payment Amount</b>	<b>\$ 38,500.00</b>	<b>\$ 38,500.00</b>	<b>\$ 38,500.00</b>	<b>\$ 38,500.00</b>	<b>\$ 38,500.00</b>	<b>\$ 44,275.00</b>
GPS Units - TRAK 9100 - Caroline Site 1	\$ 14,864.00	\$ -	\$ -	\$ -	\$ -	See Note #1
GPS Units - TRAK 9100 - Caroline Site 2	\$ 14,864.00	\$ -	\$ -	\$ -	\$ -	-
GPS Units - TRAK 9100 - Caroline Site 3	\$ 14,864.00	\$ -	\$ -	\$ -	\$ -	-
GPS Units - TRAK 9100 - Caroline Site 4	\$ 14,864.00	\$ -	\$ -	\$ -	\$ -	-
GPS Units - TRAK 9100 - Caroline Spare	\$ 14,864.00	\$ -	\$ -	\$ -	\$ -	-
One Time Payment Amount for Equipment	\$ 74,320.00	\$ -	\$ -	\$ -	\$ -	-
<b>Total Payment by Fiscal Year</b>	<b>\$ 112,820.00</b>	<b>\$ 38,500.00</b>	<b>\$ 38,500.00</b>	<b>\$ 38,500.00</b>	<b>\$ 38,500.00</b>	<b>\$ 44,275.00</b>

Note 1: 3% annual escalator applied at renewal every 5th year