



Amherst County Board of Supervisors
County Resolution No. 2020-0017-R

For consideration on July 21, 2020

A RESOLUTION, NO. 2020-0017-R

A resolution of approval of the addition of the County of Campbell, Virginia as a party to the 2011 Emergency Communications Regional Cooperation Agreement.

Approved as to form and legality by the Amherst County Attorney

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMHERST, VIRGINIA:

I. That the Amherst County Board of Supervisors ("Board") approved the addition of the County of Campbell, Virginia as a party to the 2011 Emergency Communications Regional Cooperation Agreement, as follows:

WHEREAS, Amherst County, Bedford County, the Town of Bedford, and the City of Lynchburg, collectively the "Member Jurisdictions", have been operating a regional emergency communication system under the auspices of the Central Virginia Radio Communications Board ("CVRCB"); and

WHEREAS, in 2011, the Member Jurisdictions entered into an Agreement with Virginia's Region 2000 Local Government Council, now known as the Central Virginia Planning District Commission ("CVPDC"), to allow for system upgrades or replacements in order to maintain or improve the levels of emergency services currently provided by the Member Jurisdictions ("Agreement"); and

WHEREAS, the County of Campbell, Virginia wishes to become a party to the Agreement and join and participate in the use, management, and operation of the regional communication system; and

WHEREAS, Amherst County has determined that it would be beneficial to accomplishing the goals of maintaining or improving the levels of emergency services provided to allow for the County of Campbell to become a party to the Agreement.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF AMHERST, VIRGINIA:

That the Amherst County Board of Supervisors hereby approves the addition of the County of Campbell, Virginia as a party to the Agreement.

II. That this resolution shall be in force and effect upon adoption.

Adopted this 21st day of July, 2020.



Claudia D. Tucker, Chair
Board of Supervisors of the County of Amherst, Virginia

Member	Vote
Claudia D. Tucker, Chair.....	<u>AYE</u>
Jennifer R. Moore, Vice-Chair.....	<u>AYE</u>
David W. Pugh, Jr.	<u>AYE</u>
Tom Martin	<u>AYE</u>
L. J. "Jimmy" Ayers III	<u>AYE</u>

ATTEST:



Dean C. Rodgers, Clerk
Board of Supervisors of the County of Amherst, Virginia

**First Amendment to the 2011
Emergency Communications Regional Cooperation Agreement**

**Agreement to Add Campbell County to the
Central Virginia Radio Communications Board
And to the Regional Emergency Communications System**

WHEREAS, Amherst County, Bedford County, the City of Bedford (now the Town of Bedford), the City of Lynchburg and Virginia's Region 2000 Government Council (now called the Central Virginia Planning District Commission) (collectively the "Original Members") entered in a Regional Cooperative Agreement (the "Original Agreement") in December 2011 for the financing and operation of a regional public safety communication system (the "System"); and

WHEREAS, Campbell County desires to become a Member Jurisdiction, as that term is defined in the Original Agreement, and to participate in the System, which requires the unanimous approval of the governing bodies of the Original Members, the Central Virginia Planning District Commission ("CVPDC") and Campbell County.

NOW THEREFORE, IT IS AGREED by the parties as follows:

- 1. Membership.** Upon the approval of this Amendment by the Boards of Supervisors of Campbell County, Amherst County and Bedford County, the Town Council of the Town of Bedford, the City Council of the City of Lynchburg and the board of the CVPDC, Campbell County shall become a Member Jurisdiction of the System as that term is defined in the Original Agreement.
- 2. Board Membership.** Upon the approval of this Agreement by all parties, Campbell County shall appoint one representative to serve on the Region 2000 Radio Communications Board, now known as the Central Virginia Radio Communications Board (the "Radio Board") pursuant to Section 4.2 of the Original Agreement. Campbell County may also appoint an alternate for that member who shall be entitled to vote in the member's absence. The member shall be the chief public safety communications officer from Campbell County unless the County does not have one, in which case it shall be the chief law enforcement officer.
- 3. Payment of Capital Costs by Campbell County.** The Original Members purchased the System through bonds issued by CVPDC, which bonds are scheduled to be paid off in 2027. In lieu of paying a prorated share of the Capital Costs as defined in the Original Agreement and as set out in Section 4.7 of that agreement, Campbell shall pay its portion of the capital costs of the System through a one-time payment of One Million Six Hundred Twenty Thousand Eight Hundred Eighty Three Dollars (\$1,620,883) ("Capital Payment"). The Capital Payment shall be due within 30 days of the approval of this Amendment by the last party listed in paragraph 1, *supra*. The Capital Payment shall be made to CVPDC and may be applied as approved by the Radio Board for the repayment of debt on the System or for other purposes within the scope of the Original Agreement. In the event that Campbell County adds more than 535 active radios to the System within the first three years after System Acceptance, then Campbell County is obligated to pay

Agreement to Add Campbell County to the Central Virginia Radio Communications Board and to the Regional Emergency Communications System

CVPDC an additional \$3,242.00 for each radio it adds to the System above 535 ("Supplemental Capital Payment") within 60 days of the additional radio becoming active on the CVPDC system. The obligation for Campbell County to pay the Supplemental Capital Payment will terminate three years after System Acceptance. Other than the Supplemental Capital Payment required for new radios as stated herein, Campbell County shall not be responsible for the annual payment of costs defined in Section 4.7 of the Original Agreement. The Supplemental Capital Payment amount shall be adjusted each year according to the applicable U.S. Consumer Price Index. The Capital Payment and any Supplemental Capital Payments shall be the only capital contributions required by Campbell County until such time as the next bonds are issued or new debt is otherwise incurred by agreement of Radio Board Member Jurisdictions for System upgrades. Once the current CVPDC Bonds are paid in full, Campbell County shall not be required to make any further Supplemental Capital Payments for additional radios added to the system.

4. Towers and Equipment. There will be a need for new communications equipment to be placed on and around six towers as part of Campbell County becoming a member of the System. Campbell County agrees to pay for all such equipment, any required tower structural analysis and any necessary upgrades of all such towers, whether owned or controlled by Campbell County or owned or controlled by CVPDC or other Member Jurisdictions, including but not limited to all radio transmitters, receivers, cables, grounding and electrical improvements and other equipment necessary for these towers ("Campbell County Upgrades"). Campbell County agrees to negotiate and guarantee that the Radio Board has access to all towers and tower sites that will be a part of the Campbell County Upgrades. Campbell County shall provide all equipment lists to the Radio Board and approval of the Radio Board is required prior to installation. Additionally, locations of equipment installation on towers and in shelters at those tower sites owned or controlled by CVPDC or other Member Jurisdictions requires the approval of the Radio Board prior to installation. Campbell County also agrees, to the extent allowed by contract, to assign any necessary leases, co-location agreements, access rights, or other contracts or rights necessary to access and operate the System on such tower sites to CVPDC, to the extent such assets are owned by Campbell County, so that CVPDC has full ownership or control necessary for the Radio Board to properly operate, access and maintain the Campbell County Upgrades as a part of the System upon System Acceptance (as defined in Section 5). Existing Campbell County equipment associated with the towers must be in good working order prior to transfer CVPDC.

5. System Testing and Acceptance. Campbell County shall pay directly for all costs related to the necessary testing of the Campbell County Upgrades and their compatibility with and integration into the System ("System Testing"). Upon final acceptance of the Campbell County Upgrades into the System by Campbell County and the approval of the Radio Board ("System Acceptance"), CVPDC, through the Radio Board pursuant to the terms of the Original Agreement, shall be responsible for maintenance and providing for any additional equipment needed on such towers and at such tower sites. Campbell County shall authorize L3Harris and any other contractors it retains to perform System Testing to share equipment and testing information with the Radio Board prior to System Acceptance, and the Radio Board may conduct additional testing at its expense prior to System Acceptance.

6. Campbell County Radios. Campbell County agrees to purchase new radios that are compatible with the current radios used by the other Member Jurisdictions directly from L3Harris Technologies, Inc. ("L3Harris"), which is the contractor for the System currently in use and provides and maintains radios and associated System equipment for the other Member Jurisdictions. The radios purchased by Campbell County shall remain the property of Campbell County. Upon System Acceptance, CVPDC agrees that the Campbell County Radios shall be serviced and maintained through the CVPDC service agreement with L3Harris and Campbell County will be subject to its prorated share of Annual Operational Costs as defined in the Original Agreement.

7. Equipment Ownership and Transfer. Upon System Acceptance, Campbell County shall transfer ownership of all equipment associated with the Campbell County Upgrades, including but not limited to any associated buildings, shelters or other equipment associated with system operation to the CVPDC, and Campbell County agrees to execute any legal instruments required to effect such transfer. All equipment transferred to CVPDC upon System Acceptance shall be transferred back to Campbell County at the end of the term of this Agreement unless otherwise decided unanimously by the Radio Board as provided in the Original Agreement. Upon termination of this Agreement or upon dissolution pursuant to Section 2.3 of the Original Agreement or withdrawal by Campbell County pursuant to Section 2.2 of the Original Agreement, if Campbell County has paid in full all capital payments required herein, and unless otherwise agreed to by the Radio Board, then (i) all equipment installed at Campbell County's expense at the Campbell County Tower sites shall be transferred from CVPDC back to Campbell County, and (ii) Campbell County shall remove all System equipment it installed on the towers and in shelters owned or controlled by CVPDC or the other Member Jurisdictions, within 180 days of termination. If Campbell County leaves the System, Campbell County shall pay fair market value for any equipment and improvements made by CVPDC (and paid for by the Radio Board Member Jurisdictions) to the shelters or facilities at the Campbell County tower sites. Any property located in the central server at the City of Lynchburg or at the Bedford Communications Center shall remain the property of CVPDC.

8. New Console Furniture at Campbell Dispatch Center. The Radio Board agrees to install up to six new sets of console furniture at the Campbell Dispatch Center within one year after System Acceptance at a project cost not to exceed \$150,000. The console furniture shall be the property of Campbell County upon installation.

9. Term of Agreement. The term of the Original Agreement expires on December 31, 2031 and this Amendment shall have the same termination date. The Radio Board projects that the System will be functional through 2032, but that a significant upgrade to the System will be required at that time which it is expected will be funded through the issuance of new debt. No later than January 1, 2028, the parties agree to begin the negotiation of an extension of the term of the Agreement, including the terms for such future upgrades will be procured and financed.

10. Operational Costs. The Original Agreement defines Operational Costs, and states in Section 4.7 (B) that each Member Jurisdiction's share of Annual Operating Costs shall be based on the number of radios on the System attributable to the Member Jurisdiction as a percentage of

total Member Jurisdiction radios on the System. Campbell County shall be responsible for its share of Operational Costs based on this formula beginning as of the date of System Acceptance. If System Acceptance is during the middle of a fiscal year, Campbell County's share of Operational Costs for that year shall be pro-rated as of the date of acceptance.

11. Agreement with Other Terms of Original Agreement. By entering into this Agreement and becoming a Member Jurisdiction, Campbell County agrees to be bound by the terms and conditions of the Original Agreement, which is attached hereto and incorporated herein. The Original Agreement shall control, except as amended or stated otherwise herein. The definitions in the Original Agreement shall apply to this Amendment, as if reproduced fully herein.

12. Entire Agreement; Modification. This Agreement and the Original Agreement, as Applicable, represent the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, governing the relations between the parties, and superseding all other representations or agreements, either written or oral, unless otherwise agreed to by the parties or required by law.

13. Assignment. No assignment of this Agreement, or any rights occurring under this Agreement, shall be made in whole or part by any party express written consent of the other parties.

14. Partnership. Nothing herein shall be construed to constitute a joint venture between the parties or the formation of a partnership.

15. Severability. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section had not been contained in it.

16. Notices. All notices, certificates, requests or other communications under this Agreement must be in writing and will be deemed given, unless otherwise required, when either mailed by first-class U.S. Mail, postage prepaid, or delivered by hand, to the address set forth below:

If to Commission:	Central Virginia Planning District Commission Executive Director 828 Main Street – 12 th Floor Lynchburg, VA 24504
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If to Town of Bedford:	Bedford, Virginia Town Manager P.O. Box 807 Bedford, VA 24523
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If to City of Lynchburg:	Lynchburg, Virginia City Manager 900 Church Street Lynchburg, VA 24504
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If to County of Amherst: Amherst County, Virginia
County Administrator
PO Box 390
Amherst, VA 24521

If to County of Bedford: Bedford County, Virginia
County Administrator
122 East Main Street, Suite 202
Bedford VA 24523

If to County of Campbell: Campbell County, Virginia
County Administrator
P.O. Box 100
Rustburg, VA, US 24588

The parties may by notice given under this Section designate such other addresses as they may deem appropriate for the receipt of notices under this Agreement. If, by reason of the suspension of or irregularities in regular mail service, it is impractical to mail notice of any event when notice is required to be given, then any manner of giving notice which is satisfactory to the intended recipient will be deemed to be sufficient.

17. Representations as to Ability to Perform. Each party represents as to itself that it is not a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of its knowledge, threatened, which would materially and adversely affect its ability to perform under this Agreement.

18. Further Documents and Data. The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Agreement.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be an original, and the counterparts taken together will constitute one and the same instrument.

20. Litigation. Any litigation involving this Agreement or the operation of the parties shall be brought only in the Circuit Court or District Court for one of the Member Jurisdictions.

21. Representations and Warranties. Each of the parties hereto makes the following representations and warranties, all of which shall continue for the duration of this Agreement:

- a) It has the full power and authority to enter into this Agreement and to consummate and carry out the transaction contemplated herein. It has taken or will take all necessary action required by this Agreement and other applicable agreements and laws in connection therewith.

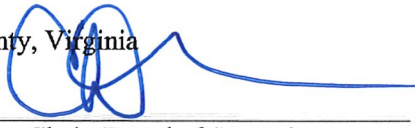
b) It has duly authorized the execution and delivery of this Agreement.

22. Headings. The headings of sections throughout this Agreement are intended solely to facilitate reading. Such captions shall not affect the meaning or interpretation of this Agreement.

23. Effective Date. The Effective Date of this amendment shall coincide with the date of the approval of the last party.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed as dated below.

Amherst County, Virginia

By: 

Chair, Board of Supervisors

Date: 07/21/2020

Bedford County, Virginia

By: _____

Chairman, Board of Supervisors

Date: _____

Town of Bedford, Virginia

By: _____

Mayor

Date: _____

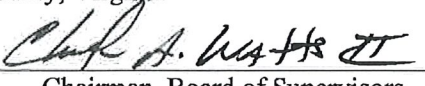
City of Lynchburg, Virginia

By: _____

City Manager

Date: _____

Campbell County, Virginia

By: 

Chairman, Board of Supervisors

Date: 06/19/2020

Central Virginia Planning District Commission

By: _____

Executive Director

Date: _____